



Putting
Children
First

AMENDED

BOARD OF EDUCATION MEETING AND WORKSHOP

Thursday, October 3, 2024

5:00 p.m. Closed Session

6:00 p.m. Open Session

Board of Education Members

Lavinia Grace Phillips, President (Trustee Area 7)

Jasjit Singh, Vice President (Trustee Area 2)

Chinua Rhodes, Second Vice President (Trustee Area 5)

Tara Jeane (Trustee Area 1)

Christina Pritchett (Trustee Area 3)

Jamee Villa (Trustee Area 4)

Taylor Kayatta (Trustee Area 6)

Justine Chueh-Griffith, Student Member

Serna Center

Community Conference Rooms

5735 47th Avenue

Sacramento, CA 95824

AGENDA

2024/25-4

Allotted Time

5:00 p.m. 1.0 **OPEN SESSION / CALL TO ORDER / ROLL CALL**

2.0 **ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**

3.0 **CLOSED SESSION**

While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.

3.1 *Government Code 54956.9 - Conference with Legal Counsel:*

a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)*

b) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2024071050)*

3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)*

3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Complaint*

3.4 *Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 24-25: Expulsion #1, #2, and #3 2024-2025 (David Van Natten)*

AMENDED

- 6:00 p.m. **4.0** **CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**
- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student introduced by Board Member Christina Pritchett*
- 6:05 p.m. **5.0** **ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**
- 6:10 p.m. **6.0** **AGENDA ADOPTION**
- 6:15 p.m. **7.0** **PUBLIC COMMENT** **15 minutes**
Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district’s website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.
- 6:30 p.m. **8.0** **COMMUNICATIONS**
- 8.1 *Employee Organization Reports:* **Information**
SCTA – 15 minutes
SEIU – 3 minutes
TCS – 3 minutes
Teamsters – 3 minutes
UPE – 3 minutes
 - *SCTA*
 - *SEIU*
 - *TCS*
 - *Teamsters*
 - *UPE*
- 6:57 p.m. 8.2 *District Advisory Committee Reports:* **Information**
3 minutes each
 - *Black/African American Advisory Board*
 - *American Indian Education Program Parent Committee*
- 9.0** **SPECIAL PRESENTATION**
- 7:18 p.m. 9.1 *Approve Resolution No: 3451: Recognition of the Week of the School Administrator (Mary Hardin Young, Tuan Duong, Aprille Shafto, Jerad Hyden, Enrique Flores)* **Action**
5 minute presentation
5 minute discussion
- 7:28 p.m. 9.2 *Approve Resolution No. 3449: Recognition of National School Lunch Week, October 14-18, 2024 (Diana Flores)* **Action**
5 minute presentation
5 minute discussion

AMENDED

7:38 p.m.	9.3	<i>Latinx and Hispanic Heritage Recognition (September 15-October 15) (Dr. Olga Simms)</i>	Information 20 minute presentation 5 minute discussion
8:03 p.m.	9.4	<i>California Industrial & Technology Education Association Career Technical Education Teacher Grantee (Daniel Spinka)</i>	Information 5 minute presentation 5 minute discussion
8:13 p.m.	9.5	<i>ELSB Grant (Early Literacy Support Block Grant) Final Report (Ashley Alexander and Kari LaSalle)</i>	Information 10 minute presentation 5 minute discussion
8:28 p.m.	9.6	<i>Approve Resolution No. 3448 – Supporting Proposition 2 – The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Board Member Tara Jeane)</i>	Action 5 minute presentation 5 minute discussion

10.0 PUBLIC HEARING

8:38 p.m.	10.1	<i>Approve Public Hearing Resolution No. 3446: Resolution to Convey Public Utilities Easement to Sacramento Municipal Utility District at Edward Kemble and Cesar Chavez Elementary Schools (Ben Wangberg)</i>	Information 5 minute presentation 5 minute discussion
8:48 p.m.	10.2	<i>Authorization for energy service project under Government Code sections 4217.10 et seq. (Chris Ralston)</i>	Action 5 minute presentation 5 minute discussion

11.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

8:58 p.m.	11.1	<i>Proposed Changes to Civic Permit Board Policy 1330, Facility Use Handbook, and Permit Pricing (Chris Ralston)</i>	Information 10 minute presentation 10 minute discussion
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12.0 COMMUNICATIONS

9:18 p.m.	12.1	<i>Student Member Report (Justine Chueh-Griffith)</i>	Information 5 minutes
9:23 p.m.	12.2	<i>Superintendent's Report (Lisa Allen)</i>	Information 5 minutes
9:28 p.m.	12.3	<i>President's Report (Lavinia Phillips)</i>	Information 5 minutes
9:33 p.m.	12.4	<i>Information Sharing by Board Members</i>	Information 10 minutes

9:43 p.m.

13.0 CONSENT AGENDA

Action
2 minutes

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

13.1 Items Subject or Not Subject to Closed Session:

13.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Janea Marking)

13.1b Approve Contracts Report >\$15,000 (Janea Marking)

13.1c Approve Personnel Transactions (Cancy McArn)

13.1d Approval of Unauthorized Vendor Payments (Janea Marking)

13.1e Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of August 1-31, 2024 (Janea Marking)

13.1f Approve Donations to the District for the Period of August 1-31, 2024 (Janea Marking)

13.1g Approve minutes for the September 5, 2024, Regular Board of Education Meeting (Lisa Allen)

13.1h Approve Staff Recommendations for Expulsions, # 1, #2, and #3 2024/2025 (David Van Natten)

13.1i Approve Resolution No. 3446 Resolution to Convey Public Utilities Easement to Sacramento Municipal Utility District at Edward Kemble and Cesar Chavez Elementary Schools (Ben Wangberg)

13.1j Approve Stormwater Treatment Device Access and Maintenance Agreement with the City of Sacramento for Oak Ridge Elementary (Ben Wangberg)

13.1k Approve Authorization for energy service contract under Government Code sections 4217.10 et seq. (Chris Ralston)

13.1l Approve Resolution No. 3445: Resolution Regarding Board Stipends (Lisa Allen)

9:45 p.m.

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

✓ *October 24, 2024, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ *November 7, 2024, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

9:47 p.m.

15.0 ADJOURNMENT

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education relating to an open session item will be available for public inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at www.scusd.edu.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

Meeting Date: October 3, 2024

Subject: Approve Resolution No. 3451: Recognition of the Week of the School Administrators, October 13-19, 2024

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

Division: Academic Office

Recommendation: Approve Resolution No.3451: Recognition of the Week of the School Administrators, October 13-19, 2024

Background/Rationale: We know that our courageous educators lead outstanding schools; we are honored to recognize the week of October 13-19, 2024 as the Week of the School Administrators. We are pleased to offer this spotlight to our administrators for their endless commitment to our school community and the scholars we serve. Throughout the school year, these educators assume the commitment to lead our young people to a prosperous future. They support and guide quality teachers and staff resulting in productive learning environments for our children.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Resolution No. 3451

Estimated Time of Presentation: 5 minutes

Submitted by: Yvonne Wright, Chief Academic Officer

Approved by: Lisa Allen, Superintendent

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

RESOLUTION No. 3451

**RECOGNITION OF OCTOBER 13-19, 2024 as the
WEEK of the SCHOOL ADMINISTRATORS**

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator”; and

WHEREAS, an educated public serves as the foundation of our democracy; and

WHEREAS, our school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, our administrators touch, mold, and mentor so many lives with a lasting effect; and

WHEREAS, excellence in our State and District begins with our administrators; and

WHEREAS, the administrators overcome obstacles and challenges daily to make a difference in the lives of students, families, and staff.

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our administrators and encourages parents and the community to recognize the efforts of principals as we celebrate the week of October 13-19, 2024, as the Week of the School Administrators.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 3rd day of October 2024, by the following vote:

AYES :
NOES:
ABSTAIN:
ABSENT:

ATTESTED TO:

Lavinia Grace Phillips
President of the Board of Education

Lisa Allen
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: October 3, 2024

Subject: Approve Resolution No. 3449: Recognition of National School Lunch Week, October 14-18, 2024

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

Division: Human Resource Services

Recommendation: Approve Resolution No.3449: Recognition of October 14-18 as Week of National School Lunch

Background/Rationale: The National School Lunch Program (NSLP) serves more than 30 million children every school day. President John F. Kennedy created National School Lunch Week (NSLW) in 1962 to promote the importance of a healthy school lunch in a child's life and the impact it has inside and outside of the classroom are led by our dedicated and kind staff; we are honored to recognize the week of October 14-18, 2024 as the Week of the School National School Lunch.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Resolution No. 3449

Estimated Time of Presentation: 5 minutes

Submitted by: Janea Marking, Chief Business and Operations Officer
Diana Flores, Executive Director, Nutrition Services

Approved by: Lisa Allen, Superintendent

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

RESOLUTION No. 3449

**RECOGNITION OF OCTOBER 14-18, 2024 as
WEEK of NATIONAL SCHOOL LUNCH**

Whereas, National School Lunch Week is celebrated annually to promote the importance of healthy school meals for students; and

Whereas, the National School Lunch Program provides millions of children with nutritious meals that support their health, well-being, and academic success; and

Whereas, access to healthy meals in schools is vital for fostering lifelong healthy eating habits and combating childhood obesity; and

Whereas, this observance encourages the community to support and appreciate the efforts of school nutrition professionals who work diligently to provide balanced meals; and

Whereas, promoting healthy eating in schools contributes to improved concentration, better attendance, and enhanced learning outcomes for students;

Now, therefore, be it resolved that SCUSD would like to recognize October 14 – 18 as National School Lunch Week – celebrating our Nutrition and Warehouse staff and the critical role of school lunches in nurturing our children’s potential and advocating for continued support and investment in school nutrition programs.

Be it further resolved that we encourage families, educators, and community members to engage in discussions about the benefits of school meals and to advocate for continued improvement of these programs

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 3rd day of October 2024, by the following vote:

AYES :

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

Lisa Allen,
Superintendent

Lavinia Grace Phillips,
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

Meeting Date: October 3, 2024

Subject: Latinx and Hispanic Heritage Recognition (September 15-October 15)

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

Division: Multilingual Literacy Department

Recommendation: Information only

Background/Rationale: Latinx and Hispanic Heritage Month is celebrated in the United States from September 15 to October 15 each year. This observance recognizes the contributions, culture, and history of individuals with Latin American and Hispanic heritage.

The observance began in 1968, established by President Lyndon B. Johnson, and was expanded to a month-long celebration in 1988 by President Ronald Reagan. The dates were chosen to coincide with the independence of several Latin American countries, including Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Mexico.

By fostering awareness and education, this observance helps combat stereotypes and misconceptions about Latinx and Hispanic communities, promoting respectful understanding. It serves as a platform for advocacy, encouraging discussions about social justice issues and the challenges faced by these communities. Finally, this month provides opportunities for people to come together to celebrate their heritage and support one another, fostering solidarity and unity among diverse groups.

Financial Considerations:

- Certificates

LCAP Goal(s):

Goal 4: Maintain Safe Learning Environments & Dismantle Inequities

Goal 5: Engage Educational Partners in Improving and Enhancing the District

Documents Attached: N/A

Estimated Time of Presentation: 20 minutes

Submitted by: Dr. Olga Simms, Director Multilingual Literacy

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.4

Meeting Date: October 3, 2024

Subject: California Industrial & Technology Education Association Career Technical Education Teacher Grantee

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

Division: College & Career Readiness

Recommendation: N/A

Background/Rationale: Miwok Middle School's, Mr. Heckey is one of the district's valued CTE teachers and one of a few at a middle school. He has worked hard to develop a robust program, fund raise and provide students with engaging and structured learning opportunities. Students can be seen taking great pride in their work, and developing an understanding of the array of career ready skills necessary to enter tomorrow's workforce. The California Industrial & Technology Education Association (CITEA) has been supporting CTE teachers for nearly 100 years and recognizes Mr. Kyle Heckey for his outstanding teaching and will donate equipment to his Career Technical Education classroom.

Financial Considerations: The CITEA grant will provide \$5000.00 worth of equipment to Mr. Heckey's classroom.

LCAP Goal(s): By 2027, the following cohort outcomes will be achieved: Graduation rate increased by 5% and College/Career Indicator (CCI) indicator increased by 1 Status Level from the 2023-24 Dashboard

Documents Attached: N/A

Estimated Time of Presentation: 5 minutes

Submitted by: Daniel Spinka, Coordinator II, Linked Learning

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.5

Meeting Date: October 3, 2024

Subject: ELSB Grant (Early Literacy Support Block Grant) Final Report

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

Division: Academic Office

Recommendation: Information Only

Background/Rationale: The Early Literacy Block (ELSB) Grant Program enabled the California Department of Education (CDE) to distribute funds to local educational agencies (LEAs) in the 75 California schools with the highest percentage of third-grade students scoring at the lowest achievement levels on English Language Arts (ELA) assessments. In Sacramento City, four schools, AM Winn, Ethel I. Baker, John D. Sloat, and John H. Still, received the grant, impacting 289 students in transitional kindergarten through third grade. The Sacramento County Office of Education (SCOE) and CORE's Pivot Learning provided expert support to help LEAs develop and implement effective early literacy instruction and programs.

At the end of the final year of grant eligibility, a LEA with an eligible school shall, as a non-consent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy action plan. [SB98 Sec113 (f6)]

Financial Considerations:

SCUSD's allocation for the ELSB Grant totals \$3,093,976.00 for fiscal years 2021-2024.

LCAP Goal(s):

The ELSB grant funded specific actions that aligned with the 2021-2024 LCAP Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students. One example is the funding for professional learning for teachers to develop high quality tier 1 instruction in early literacy.

Documents Attached:

Executive Summary

Estimated Time of Presentation: 10 minutes

Submitted by: Erin Findley (Asst. Superintendent of Curriculum & Instruction), Ashley Alexander (Director, Professional Learning, Literacy, ELA, & Humanities), Kari LaSalle (ELA Coordinator)

Approved by: Lisa Allen, Superintendent

Board of Education Executive Summary Curriculum & Instruction- Academic Office	
Early Literacy Support Block Grant Final Report October 3, 2024	



The Early Literacy Block (ELSB) Grant Program enabled the California Department of Education (CDE) to distribute funds to local educational agencies (LEAs) in the 75 California schools with the highest percentage of third-grade students scoring at the lowest achievement levels on English Language Arts (ELA) assessments. In Sacramento City, four schools, AM Winn, Ethel I. Baker, John D. Sloat, and John H. Still, received the grant, impacting 289 students in transitional kindergarten through third grade. The Sacramento County Office of Education (SCOE) and CORE's Pivot Learning provided expert support to help LEAs develop and implement effective early literacy instruction and programs.

II. DRIVING GOVERNANCE

The primary goals of the ELSB Grant included advancing literacy skills to ensure all students read at grade level by the end of third grade, enhancing access to quality literacy instruction, increasing pupil supports, and fostering family and community engagement. Strategies to achieve these goals involved purchasing literacy resources, using diagnostic assessments, and hiring literacy coaches.

III. Budget

The CDE's ELSB Grant team conditionally approved the Literacy Action Plan (LAP) and proposed budget for the four awarded schools. The total allocation for the Sacramento City Unified School District (SCUSD) was \$3,093,976 for fiscal years 2021-2024.

Annual Reporting:

LEAs were required to submit annual reports detailing their progress toward the goals and metrics outlined in their LAPs. Eligible sites formed leadership teams to implement the grant's initiatives, with expert guidance from SCOE and CORE on effective literacy practices.

This [presentation](#) serves as the final report of the Early Literacy Support Block Grant.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.6

Meeting Date: October 3, 2024

Subject: *Approve Resolution No. 3448 – Supporting Proposition 2 – The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024*

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

Department: Board of Education

Recommendation: The Superintendent recommends approval of Resolution No. 3448 – Supporting Proposition 2 – *The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.*

Background/Rationale:

Overview of Proposition 2:

- Authorizes a \$10 billion state General Obligation bond for facilities at K-12 schools and community colleges: *The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.*
- Principal and interest is paid using existing state General Fund revenues and not through local tax increases. This allows voters to prioritize state funding for school facilities

Funding Breakdown:

- \$8.5 billion for K-12 schools
 - o \$4 billion for Modernization
 - Includes \$115 million for testing and Remediation of lead in water
 - Reserves up to 10% for small school districts
 - o \$3.3 billion for New Construction
 - o \$600 million for CTE facilities
 - o \$600 million for charter school facilities
- \$1.5 billion for community college capital outlay projects

Requirements for eligibility and enhancement opportunities:

- For a district to participate in the School Facility Program (SFP) it must submit a five-year school facilities master plan

- SFP grants may be used for advancing state energy goals, outdoor learning environments, school kitchens, TK and Preschool facilities, space for counselors and nurses, seismic retrofits, and broadband access.
- State Share Sliding Scale – Increases the maximum state share and reduces the local match for some projects. No project would receive less than the current state share. Projects can receive up to 16 total potential points for the increased match calculation across the following categories:
 - o Unduplicated LCFF Pupil percentage – up to 8 points
 - o Low gross bonding capacity – up to 4 points
 - o Very small schools (<200) – up to 2 points
 - o Projects using a Project Labor Agreement – up to 2 points

Transparency and Accountability Provisions:

- Requires a public hearing to discuss a project before the local governing board for submission to the state approves it.
- Independent performance audits
- Must post project and audit information on the school district website, including the location, estimated cost, and estimated timeline for completion

Impacts for Sacramento City Unified:

- Our department already has an estimated \$80 million in eligibility for Measure H projects but cannot be funded without the governor using general fund money or the passage of a new statewide school bond.
- We estimate we will have an additional \$100 million in eligibility for future projects which would be funded by a new statewide bond
- The new scoring criteria benefits Sacramento City Unified more than most due to the higher unduplicated LCFF pupil percentage
- The new scoring criteria benefits Sacramento City Unified more than most due to the Project Labor Agreement we already have in place.
- With local bonds passed, Sacramento City has matching funds and can begin construction sooner than other districts without matching funds ready
- The school district already has a bond oversight committee that completes the performance audit process with accounting
- We already have information regarding projects and dashboards ready for school projects for the website
- Not all projects would require a public hearing, but our largest projects that we would submit to the state for eligibility reimbursement are already presented to the board; adding a public hearing would have no new impact

Financial Considerations: Potential State Matching funds for eligible construction projects in estimation of \$100 million dollars.

LCAP Goal (s): Operational Excellence

Documents Attached:

1. Resolution No. 3448 –SUPPORTING PROPOSTION 2 *The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024*

Estimated Time of Presentation: 5 minutes

Submitted by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Approved by: Janea Marking, Chief Business & Operations Officer
Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 3448

RESOLUTION SUPPORTING PROPOSTION 2

The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024

WHEREAS, the California Constitution finds public education is a State responsibility in Article IX Section 5; and

WHEREAS, the State is out of school facility program funds and cannot provide the State match for almost \$3.5 billion in projects which qualify for state aid; and

WHEREAS, the Sacramento City Unified School District has \$4 billion plus in facility need which may be partially funded by State bonds; and

WHEREAS, Proposition 2 the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024*, provides for renovation of aging schools, upgrade of existing classrooms, construction of new classrooms to accommodate growth, Career Technical Education facilities to provide job training to meet the workforce needs of California employers, testing and remediation of lead levels in water at school sites, disaster assistance, replacement of 75-year-old buildings, adding essential facilities like libraries and multipurpose rooms, mitigating the effects of higher average temperatures, and assistance for small and low-wealth school districts; and

WHEREAS, school districts need state financial support to implement new mandates and initiatives such as universal Transitional Kindergarten, Expanded Learning, on-site cooking and meal preparation, later secondary school start times, and solar power generation and storage; and

WHEREAS, quality 21st Century school facilities designed for today's and tomorrow's students enhance academic achievement and further the State's academic goals; and

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, these jobs will be created throughout California and will include almost all building trades; and

WHEREAS, the Local Control Funding Formula provides funding for educational services for all students, but does not provide dedicated facilities funding; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* will not raise State taxes; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* enhances public accountability and transparency for the use of its proceeds; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* State matching funds will reduce the need for additional local property taxes for school facilities.

NOW, THEREFORE BE IT RESOLVED, that the Sacramento City Unified School District supports Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024*.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of

Education on this 3 day of October 2024, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Lisa Allen
Secretary of the Board of Education

Lavinia Grace Phillips
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: October 3, 2024

Subject: **Public Hearing for Resolution No. 3446 Resolution to Convey Public Utilities Easement to Sacramento Municipal Utility District at Edward Kemble and Cesar Chavez Elementary Schools**

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

Division: Facilities Support Services

Recommendation: Provide a Public Hearing on Resolution No. 3446, which conveys easement entitlements to Sacramento Municipal Utility District (SMUD) for a utility easement at Edward Kemble and Cesar Chavez Elementary Schools as part of the new construction at those sites. Approve subsequent Resolution No. 3446 as part of the Consent Agenda during the same meeting.

Background/Rationale: The District is rebuilding Edward Kemble and Cesar Chavez Elementary Schools and SMUD has jurisdiction over the electrical distribution facilities that serve the Edward Kemble and Cesar Chavez Elementary School sites. Sacramento Municipal Utility District requires a utility easement to move and provide electrical services to the site.

Financial Considerations: N/A

LCAP Goal(s): Maintain Safe Learning Environments & Dismantle Inequities; Maintain Safe & Clean Environments and Sufficient Supplies

Documents Attached:

1. Notice of Public Hearing
2. SMUD Commitment Letter and Easement Documents

Estimated Time of Presentation: 5 minutes

Submitted by: Ben Wangberg, Facilities Planning Manager
Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facilities Support Services
Janea Marking, Chief Business & Operations Officer
Lisa Allen, Superintendent

Sacramento City Unified School District
Compliance with Education Code Article 15 [17556-17561] Dedication of Real Property

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a
Public Hearing will be held as follows:

Topic of Hearing:

**Resolution No. 3446: Resolution to Convey Utility Easement Entitlements to Sacramento
Municipal Utility District for Edward Kemble and Cesar Chavez Elementary Schools**

Copies of this program may be inspected at:

**Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824**

**Facilities Department Office
425 1st Ave
Sacramento, CA 95818**

**Edward Kemble Elementary School
7495 29th Street
Sacramento, CA 95822**

**Cesar Chavez Elementary School
7500 32nd Street
Sacramento, CA 95822**

The Sacramento City Unified School District Governing Board will consider adoption of a
Resolution to Convey Utility Easement Entitlements to Sacramento Municipal Utility District at
Edward Kemble and Cesar Chavez Elementary Schools.

HEARING DATE: October 3, 2024

TIME: 6:00 p.m.

LOCATION: Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Facilities Support Services Department
(916) 395-3970 x 450004

SMUD0069
RECORD AT REQUEST OF AND RETURN TO:
Sacramento Municipal Utility District
Attention: Real Estate Services – B 209
P. O. Box 15830
Sacramento, CA 95852-1830

No Fee Document – Per Govt. Code Sec. 6103 & 27383
No County Transfer Tax Per R & T Code 11922

SMUD BY: *Gujean Kim* RJD

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY _____

APN: 049-0176-002-0000 &
049-0183-002-0000

R/W: U-2023/168
SO # 30186335

GRANT OF EASEMENT

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT OF SACRAMENTO COUNTY, a political subdivision of the State of California, Grantor, hereby grants to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of underground conduits, wires, cables, and surface or pole mounted transformers, cross-arms or braces, guy lines, guy line stubs and all related appurtenances thereto within the following described route.

The easement being granted herein is contained and located on a portion of that certain real property, situated in Sacramento County, California, designated by the above referenced Assessor's Parcel Number and more fully described as follows:

As described in that certain Corporation Grant Deed dated November 04, 1960 and recorded in the office of Recorder of Sacramento County on December 01, 1960 in Book 4157 of Official Records at Page 812.

Said right includes the trimming and removal by Grantee of any trees or foliage along the Easement Area considered necessary for the complete enjoyment thereof and the right of ingress to and egress from said Easement Area for the purpose of exercising and performing all rights and privileges granted herein. In addition, the Easement Area shall be kept clear of any building or other structure and Grantor will not drill or operate any well within the Easement Area.

The route of said easement is described in EXHIBIT A and shown on EXHIBIT B attached hereto and made a part hereof.

Date: _____, 2023

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

Sign: _____

Print Name: _____

Title: _____

**LEGAL DESCRIPTION
EXHIBIT A**

All that real property situated in the City of Sacramento, County of Sacramento, State of California, being a portion of Lot A as shown on that certain *Plat of Meadowview Terrace Unit No. 4* filed for record on May 13, 1960 in Book 60 of Maps, at Page 27, Sacramento County Records, being further described as a portion of the parcel of land described in that certain *Grant Deed* recorded on December 1, 1960 in Book 4157, at Page 812, Official Records of Sacramento County, and more particularly described in the following two(2) routes:

1. Within a strip of land 10 feet in width, the centerline of which is described as follows:
Commencing at a point in the south line of said deeded parcel; said point being the northwest corner of Lot 10 as shown on that certain *Plat of Guild Estates* filed for record on July 24, 1961 in Book 66 of Maps, at Page 10, Sacramento County Records; thence, along said south line, coincident with the north line of said Lot 10, North 86°33'03" East a distance of 131.01 feet to the **Point of Beginning**;

Thence, North 03°26'57" West a distance of 13.92 feet;

Thence, North 64°37'17" East a distance of 198.56 feet;

Thence, North 10°23'41" East a distance of 110.83 feet to a point hereinafter referred to as Point "A".
2. Within a strip of land 13 feet in width, the centerline of which is described as follows:
Beginning at said Point "A"; thence, North 74°32'32" East a distance of 13.00 feet.

All bearings shown hereon are grid, California State Plane Coordinate System, Zone 2, North American Datum of 1983.

A plat entitled "Exhibit B" is attached hereto and by this document made a part hereof.




Shane Anderson, LS 8568

Date: July 26, 2023

PORTION LOT A
60 B.M. 27

4157 O.R. 812

ROUTE 2
N74°32'32"E
13.00'
POINT "A"
13'

ROUTE 1
N10°23'41"E
110.83'

ROUTE 1
N64°37'17"E
198.56'

ROUTE 1
N03°26'57"W
13.92'
(TIE)

N86°33'03"E
131.01'

POINT OF BEGINNING

LOT 9
66 B.M. 10

LOT 10
66 B.M. 10

LOT 11
66 B.M. 10

LOT A
66 B.M. 10

LOMA VERDE
WAY



Shane M. Anderson

O.R. = OFFICIAL RECORDS
B.M. = BOOK OF MAPS
o = DIMENSION POINT, NOTHING FOUND OR SET



30186335

DATE 7/26/23	TITLE	
SCALE 1"=60'	EXHIBIT B	
DR. SMA		
CHKD. CK		
		DWG. NO. R/W U-2023/168
		REV.



June 7, 2023

SCUSD
CHRIS RALSTON
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32229002

SMUD COMMITMENT LETTER

Thank you for submitting your plans for **KEMBLE CHAVEZ ELEMENTARY SCHOOL-R16** for an electric service commitment. Your cooperation enables us to give you the best service possible, as well as provide for your future requirements.

We are returning one copy of your plans indicating the service location and other requirements checked below. Our commitment is subject to changing conditions and, as a result, may not be valid after twelve months.

Please contact the Designer if additional information is desired.

Designer: Cristian Cervantes Telephone (916) 732-7037

Service will be: Overhead Underground
Volts: 277/480 Phase: Three Wire: 4 Type: Wye

(Street light service voltage will be the same as above.)

Transformer pad required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	SMUD Dwg. UVD 2.3A & 2.3A1
Conduit required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(see sketch)
Right-of-way required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Transformer protection required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Primary pull box required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	SMUD Dwg. UVC 1.2 & 1.2.2
Secondary J – Box Required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Service box required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Switchgear pad required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Other requirements:	See enclosed Booklet	<input checked="" type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	

*A maximum fault current of 45,400 amps, symmetrical, is based on the largest transformer that could be needed to serve the Single Combined main sizes of 2,000 amps under the following assumptions:

1. The largest transformer that could be needed is 2,000 kVA with 5.3% impedance
2. A primary system impedance of zero ohms
3. No motor contributions to the fault, and
4. Zero ohms fault impedance

The meter(s) shall be located on the exterior of the building. When it is absolutely necessary to locate meters in locked rooms, cabinets, or fenced enclosures, consult SMUD's Field Metering at (916) 732-5167.

*If future load growth necessitates increasing the main switch size, the available fault current should be recalculated.

NOTE: This commitment letter may be required by local inspection authority as part of its plan check requirements.



June 7, 2023

SCUSD
CHRIS RALSTON
425 1ST ST.
SACRAMENTO, CA 95818

SUBJECT: ELECTRIC SERVICE REQUIREMENTS

Project Location: 7495 29TH ST.

Notification # 32229002

In order to schedule construction activity to provide timely permanent electric service to your development, the Sacramento Municipal Utility District (SMUD) requires the following:

- A. Property owner will sign and return the enclosed Conveyance of Electric Distribution Facilities. Please Note: SMUD construction cannot be scheduled until signed documents are returned.
- B. Developer's compliance with SMUD Rules and Electric Service Requirements. Copies are available upon request.
- C. Due to the time needed for construction scheduling, SMUD fees need to be paid as soon as possible after receipt of the billing contract.
- D. Costs for relocating or modifying SMUD facilities, whether in a street or private right-of-way, as a result of a commercial, industrial, or apartment development, shall be reimbursed by the developer prior to any work being done by SMUD.
- E. The project coordinator should notify SMUD's Designer of any changes in the project's estimated start date to avoid unnecessary delays of SMUD construction.
- F. SMUD may need to secure an easement from you and possibly other private parties and/or permits from various public agencies to provide electric service to your development. If an easement is required, SMUD's Real Estate Services will contact you, typically within 2-3 weeks to properly execute a Grant of Easement, please see attached example. If you have questions or concerns regarding these items, please contact your assigned SMUD Designer as SMUD construction cannot start until these requirements are satisfied.
- G. Party responsible for electric bills should make application for service with SMUD Customer Services Department at 1-888-742-7683 as soon as possible. Connection of electric service can be scheduled upon receipt of the electrical inspection by the city/county.
- H. All metering and switchgear design and placement must be submitted and approved by SMUD's Field Metering prior to installation. Please submit metering and switchgear designs to SMUD at metershopsuubmittals@smud.org or mail to: SMUD, Attention: Field Metering, Mail Stop EB 102, 4401 Bradshaw Road, Sacramento, CA 95827-3834 or contact them at (916) 732-5167.
- I. Multi-unit buildings must be addressed in compliance with the enclosed addressing guidelines prior to connection of electric service. A copy of the site plan showing building addresses, unit numbers, and electric service locations should be received by SMUD's Designer at least ten (10) working days prior to obtaining City/County inspection approval in order to avoid service delays. Meters cannot be set until specific building addresses and unit numbers are known and clearly identified on buildings and electric service equipment.

- J. The project coordinator will conduct a pre-construction meeting prior to the start of trenching for the electric system. At the time of your pre-construction meeting you will need to supply SMUD's inspector with a copy of your building permit and a valid electrical service need date. Inspection of SMUD's required civil improvements cannot begin without these items nor until the meeting has been held. To schedule your appointment, please call (916) 732-5990.

Please retain these requirements for your information.

Sincerely,



Cristian Cervantes
Engineering Designer
Design and Construction Services
Grid Assets
(916) 732-7037



June 7, 2023

SCUSD
CHRIS RALSTON
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32229002

SUBJECT: CONVEYANCE OF ELECTRIC DISTRIBUTION FACILITIES

In response to your request for service at **KEMBLE CHAVEZ ELEMENTARY SCHOOL-R16**, the Sacramento Municipal Utility District (SMUD) proposes to install electrical facilities (cable, transformers, switchgear) within or upon certain underground electric distribution facilities (conduits, boxes, pads) to be installed by the property owner as shown on the attached drawing.

SMUD required facilities are to be installed in accordance with its rules and regulations. Conveyance of the owner provided electric distribution facilities will be made to SMUD upon inspection approval.

Standard District Procedure is to obtain this conveyance after SMUD inspectors have approved the owner's installation of the facilities which can sometimes result in delays in providing service. In order to avoid delays SMUD will accept conveyance of these facilities prior to the owner's installation and SMUD inspection approval, provided the legal property owner(s) agree:

- A. To install SMUD required electric distribution facilities, with above ground appurtenances as described below and in the attached drawing. Such installation will be in accordance with SMUD Rules, Regulations, and Electric Service Requirements.
- B. To grant title to the installed facilities to SMUD.
- C. To insure integrity and accuracy of facilities (conduits, boxes, pads, etc.) for one year upon system being completed and energized.

Those electric distribution facilities conveyed to SMUD consist of:*

_____	Ft. - 2" Conduit
_____	Ft. - 3" Conduit
<u>610</u>	Ft. - 4" Conduit
_____	Ft. - 5" Conduit
_____	Ft. - 6" Conduit
<u>1</u>	Each Transformer Pad(s)
<u>1</u>	Each Primary Pull Box(es)
_____	Each Secondary J – Box(es)
_____	Each Service Box(es)
_____	Each Switchgear Pad(s)

*Conduit footages are approximate.

Please indicate your acceptance by signing in the space provided and returning this letter to SMUD Distribution Line Design, Grid Assets, 4401 Bradshaw Rd., MS EA105, Sacramento, CA 95827-3834.

I, _____, owner and grantor agree to the terms and conditions stated above and hereby grant, bargain, and convey to ~~SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district,~~ Grantee, its successors and assigns, free and clear of all liens and encumbrances, those certain underground electric distribution facilities, with any above ground appurtenances described above and in the attached drawing, now installed or to be installed on or adjacent to grantor's premises in the County of Sacramento, State of California.

Owner Name Signature

Owner Name Print

Address: _____

Phone: _____

Date: _____

Designer Name: Cristian Cervantes

Notification #: 32229002

Isolator[®] Row Plus

O&M Manual



The Isolator[®] Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-7200 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow stormwater to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

ADS geotextile fabric is placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the chamber's sidewall. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-7200 models as these chambers do not have perforated side walls.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row FLAMP[™] (patent pending) is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

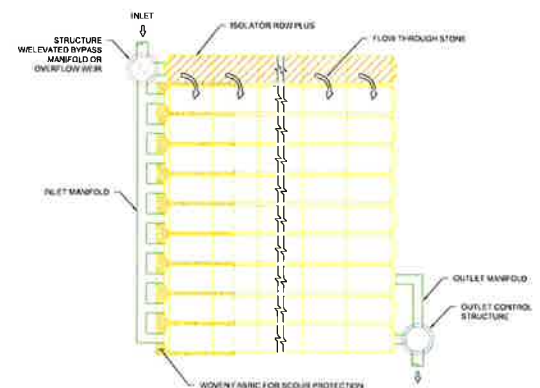
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row PLUS from the manhole opening, ADS PLUS Fabric is shown between the chamber and stone base.



StormTech Isolator Row PLUS with Overflow Spillway (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

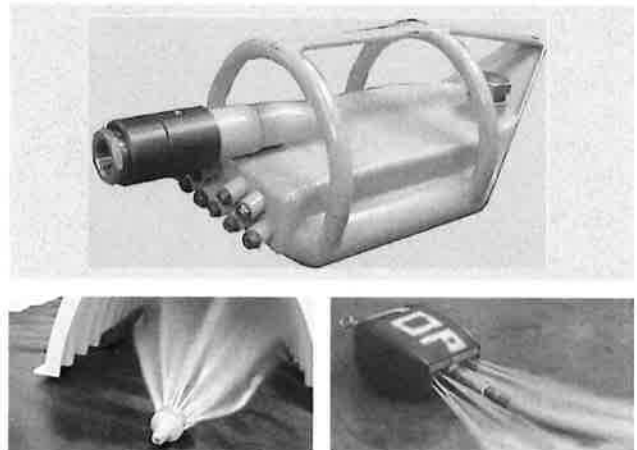
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

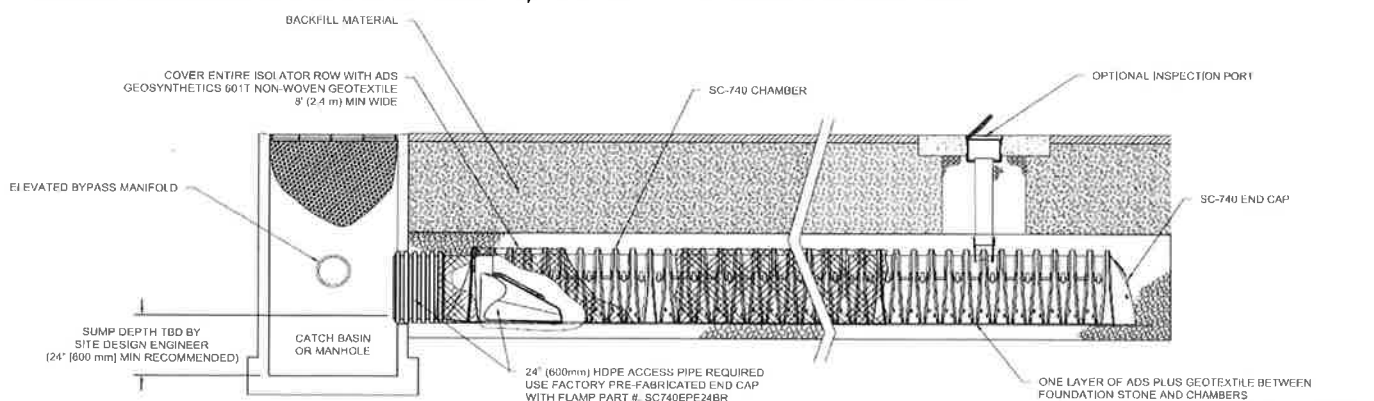
via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row PLUS (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-7200 chamber models and is not required over the entire Isolator Row PLUS.



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
 - B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2.
- If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

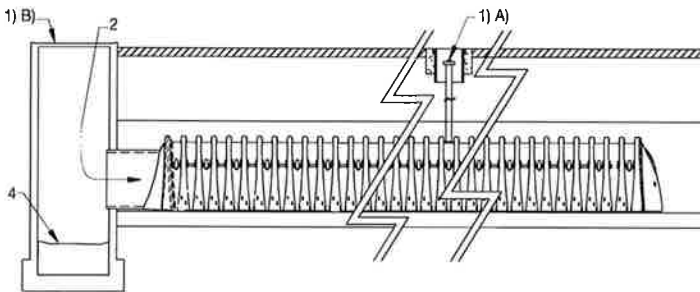
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



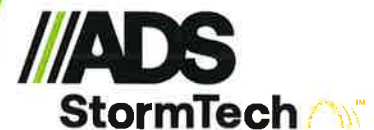
Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com

800-821-6710

ADS Terms and Conditions of Sale are available on the ADS website, www.adspipe.com. The ADS logo and the StormTech logo are registered trademarks of Advanced Drainage Systems, Inc. All other marks, trade names, logos and registered trademarks are the property of their respective owners. © 2012 Advanced Drainage Systems, Inc. 12101-1123 US





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: October 3, 2024

Subject: Authorization for energy service project under Government Code sections 4217.10 *et seq.*

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

Division: Facilities Support Services

Recommendation: After the public hearing, approve Resolution No. 3447 to authorize and approve energy services project using Government Code sections 4217.10 *et seq.*

Background/Rationale: District staff seeks authority to enter into an energy service contract to design, install, and implement certain energy conservation measures various district schools including, without limitation, LED lighting conversion (“Project”). If the Project is approved by the Board, District staff seeks approval to contract with Efficient Lighting Design, Inc. (“Provider”) for the Project.

Before entering into an energy service contract, Government Code section 4217.12 requires the Board to hold a regularly scheduled public hearing on at least two weeks’ notice to determine whether the Project and the proposed energy service contract is in the best interests of the District. The energy cost savings analysis for the Project (“Analysis”), provided by Provider and reviewed by District staff, shows that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to the District of electrical or other energy that would have been consumed by the District if such Project were not completed. As required by statute, on September 16, 2024, at least two weeks prior to the regularly scheduled public meeting, District staff posted the notice of its intent to conduct a public hearing.

The purpose of this agenda item is for the Board to conduct a public hearing to provide an opportunity for public comment on the proposed Project and on the question of the District entering into an Energy Service Contract. At the time public notice of the

hearing was provided, District staff also made available a copy of the Analysis provided by the Provider.

Additionally, this agenda item is for the Board to consider adoption of Resolution No. 3447 to make required findings following the hearing. If Resolution No. 3447 is adopted, a consent agenda item also is for the Board to consider approving an agreement with Provider to implement the Project using an energy service contract (“Contract”) pursuant to Government Code section 4217.12.

Government Code sections 4217.10 *et seq.* allow public agencies to develop energy conservation, cogeneration, and alternate energy supply sources at the facilities of public agencies if its governing body determines the purchase is in the best interests of the public agency at a public hearing held at a regularly scheduled Board meeting. In addition, the governing body must determine that the anticipated cost to the District for the energy generating facility under the energy service contract will be less than the anticipated cost to the District of electrical energy costs that would have been consumed by the District in the absence of this purchase.

In accordance with Government Code section 4217.12, the Resolution finds that, based on available information, the cost of the Project will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Financial Considerations: Measure H - \$5,677,541.00

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Exhibit 1 –Financial analysis
2. Exhibit 2 – Proposed Contract
3. Exhibit 3 – List of sites
4. Notice of Public Hearing
5. Resolution No. 3447 – Authorization and approve the Project
6. Resolution No. 3450 – Authorization and approve contract with Provider

Estimated Time of Presentation: 5 minutes

Submitted by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Approved by: Janea Marking, Chief Business & Operations Officer

Lisa Allen, Superintendent

**FIFTEEN YEAR FINANCIAL ANALYSIS
SCUSD LED PHASE III**

<i>Project Investment:</i>	\$5,897,566
<i>Performance Bond:</i>	\$138,477
<i>Utility Incentive:</i>	\$358,502
Net Investment less Incentive :	\$5,677,541
<i>First Year Savings:</i>	\$559,833
<i>Maintenance Savings:</i>	\$31,850
<i>Energy Inflation Rate:</i>	1.50%
Simple Payback:	9.6
Internal Rate of Return:	7%

YEAR	ENERGY COST AVOIDANCE	NET COST AVOIDANCE
ONE	\$559,833	\$559,833
TWO	\$568,230	\$568,230
THREE	\$576,754	\$576,754
FOUR	\$585,405	\$585,405
FIVE	\$594,186	\$594,186
SIX	\$603,099	\$603,099
SEVEN	\$612,146	\$612,146
EIGHT	\$621,328	\$621,328
NINE	\$630,648	\$630,648
TEN	\$640,107	\$640,107
ELEVEN	\$649,709	\$649,709
TWELVE	\$659,455	\$659,455
THIRTEEN	\$669,347	\$669,347
FOURTEEN	\$679,387	\$679,387
FIFTEEN	\$689,578	\$689,578
TOTAL	\$9,339,211	\$9,339,211

**ENERGY SERVICES CONTRACT
FOR SCUSD LED LIGHTING INSTALL PHASE 3 PROJECT**

This agreement ("Agreement"), dated as of October 3, 2024 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, Sacramento City Unified School District ("District") is a public agency under the provision of Government Code sections 4217.10 *et seq.* pertaining to energy service contracts;

WHEREAS, the services and facilities required by this Agreement ("Project") are the types of services and facilities subject to the authority in Government Code sections 4217.10 *et seq.*; and

WHEREAS, the District's Board held the required hearing and approved the Project and the award of this Agreement to Contractor at its meeting on October 3, 2024.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

- 1. Services.** Contractor shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Work"). The Work will be performed at various sites of Sacramento City Unified School District listed in the scope of work (collectively, "Site").
- 2. Term.** The Work under this Agreement shall be completed by **June 30, 2025** ("Term"), as that time may be extended as provided herein.
- 3. Liquidated Damages.** Time is of the essence for all Work under this Agreement. Contractor acknowledges that it is and will be extremely difficult and/or impracticable to determine the actual damage, including without limitation loss of the energy savings for the period of the delay, that the District would sustain due to Contractor's delay in completing the Work within the Term of the Agreement; therefore, as Liquidated Damages, and not as a penalty, Contractor agrees that it shall pay to the District for each Site location at which the Work is not completed, the sum of ONE THOUSAND DOLLARS (\$1,000) per day for each and every day's delay beyond the applicable Final Completion Date that Final Completion is not achieved.

In the event any portion of the Liquidated Damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor

under this Agreement and/or the District may seek recovery of Liquidated Damages from the Contractor's Performance Bond Surety. The District may seek recovery of Liquidated Damages from the Contractor or the Performance Bond Surety without having exhausted remedies against the other.

- 4. Grants/Rebates/Incentives.** Contractor shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Site(s). Contractor shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary.
- 5. Contract Documents.** The following documents comprise the "Contract Documents" for the Work under this Agreement:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Criminal Background Investigation/ Fingerprinting Certification
<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Roofing Project Certification
<input checked="" type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Noncollusion Declaration	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Prevailing Wage and Related Labor Requirements Certification	<input checked="" type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Iran Contracting Act Certification	<input checked="" type="checkbox"/> Plans
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input checked="" type="checkbox"/> Project Schedule
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Hazardous Materials Certification	<input checked="" type="checkbox"/> <u>All required permits</u>
<input checked="" type="checkbox"/> Lead-Based Materials Certification	
<input checked="" type="checkbox"/> <u>Certification Re: Russian Sanctions</u>	

The complete and integrated Agreement consists of all Contract Documents as identified above and incorporated herein by this reference which supersede all prior negotiations, representations, or agreements, either written or oral. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. No extra compensation will be allowed for anything omitted but fairly implied in the Contract Documents. Any material specified by reference to the number, symbol, or title of a specified standard such as a commercial standard, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Board authorization to proceed, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. If a conflict exists in the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless directed otherwise by the

District in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the following order of precedence will govern:

1. Permits from District or other agencies as may be required by law;
2. Written modifications, amendments, minor changes, and Change Orders to the Agreement;
3. This Agreement;
4. Construction Documents prepared by the Contractor and approved by the District in accordance with this Agreement.

6. Submittal of Documents.

- 6.1.** Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s) identified as Contract Documents, and the endorsement(s) of insurance which shall be submitted to the District for review and approval within seven (7) days after execution of the Agreement.
- 6.2.** Within fifteen (15) days after execution of this Agreement or before any Work commences, whichever is sooner, Contractor shall provide the District with the name and DIR registration number, and any other information required in a PWC-100 form, for Contractor and all tiers of subcontractors. Contractor has a continuing obligation throughout the duration of the Agreement to provide information to update the PWC-100 form for all subsequent subcontractors before their work commences or before their access onto the Site, whichever is earlier. All first tier subcontractors that will perform more than one-half of one percent (.5%) of the Work may be substituted only in strict accordance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 *et seq.*, and upon the written consent of the District. Within the District's sole discretion, any subcontractor may be deemed not qualified to perform work on the Project if the District determines the subcontractor fails to meet the requirements of the Contract Documents, or for any other reason. The District shall not be responsible for any increase in the cost of the Work resulting from the replacement or substitution of a subcontractor.
- 6.3.** Contractor shall prepare and submit the proposed project schedule within fifteen (15) days after the Notice to Proceed for review by the District.
- 6.4.** Contractor shall prepare and submit the proposed Schedule of Values within fifteen (15) days after the Notice to Proceed for review by the District. No individual line item shall exceed five percent of the Contract Price unless approved by the District in advance. Contract closeout shall be shown separately and shall be no less than five (5) percent of the total Contract Price. The schedule of values, when approved, shall be used as a basis for the applications for payment, and the approved schedule of values is an express condition precedent to processing the Contractor's payment applications.

- 7. Compensation.** As compensation for the Work, the District shall pay to the Contractor _____ DOLLARS (\$ _____), as such amount may be amended from time to time in accordance with the terms of this Agreement ("Contract Price"). Such amount shall not be increased without the express approval of the District's Governing Board ("Board").
- 8. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
- 9. Payment.** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for Work performed under the Agreement as of the date of submission per the approved Schedule of Values ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the approved amount, unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), less the aggregate of previous payments and any amount to be withheld. The District may withhold from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Agreement which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed or required by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price; (5) unsatisfactory prosecution of the Work by Contractor (provided that the District has previously notified Contractor in writing of such unsatisfactory prosecution of the Work); (6) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (7) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is or may be liable under the Agreement; and (8) any other sums which the District is or may be entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including without limitation section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums, including its right to withhold such sums from later progress payments. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 10. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents or an unscheduled audit is necessary for a legitimate government purpose to be determined at the District's sole discretion.
- 11. Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Work, (ii) performing Work that is outside the usual course of the District's business, and (iii) customarily engaged in an

independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, Social Security, and income taxes with respect to Contractor's employees. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Conflict of Interest. Contractor represents that it has no known actual, apparent, or potential conflicts of interest with respect to the Work that it has not disclosed to the District and that it will advise the District if it discovers any such actual, apparent, or potential conflict of interest. Contractor further represents that it has no existing interest, and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Contractor.

13. Licensing. Contractor certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Contractor and all subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Post Office Box 26000, Sacramento, California 95826, <http://www.cslb.ca.gov>, throughout the duration of the Work. Contractor hereby acknowledges that it or its subcontractors performing the work hold valid license(s).

14. Registration as Public Works Contractor: Contractor and all subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1725.5. Contractor further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, included with this Agreement and as detailed further therein.

15. Standard of Care. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Electrical and Lighting Practices and all applicable laws, including the applicable provisions of California Code of Regulations, Title 24, Division of State Architect ("DSA"), and any applicable District standards. Contractor represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

15.1. Energy Conservation. To the extent feasible, Contractor shall design and construct the Project to maximize the efficient use of energy. Contractor shall comply with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), including ASHRAE-90 A-1980 (Sections 1-9), ASHRAE-90 B-1975 (Sections 10-11), and ASHRAE-90 C-1977 (Section 12) in designing and constructing the Project (34 CFR §75.616).

16. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall not infringe on the intellectual property rights of any person, except that submitted to Contractor by District as a basis for such Services. Contractor shall indemnify, defend, and hold the District harmless from any claim of infringement of any party's intellectual property in the performance of this Agreement.

17. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement, for the limited purpose of owning, operating, maintaining, and repairing the Work, or, with regard to drawings, specifications and system performance data only, for educational use. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event that the District changes or uses any such documents without Contractor's consent, other than as provided above, then the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use.

18. Notice to Proceed with Work. After execution of the Agreement and Contractor's submittal of all required Contract Documents, the District shall provide a Notice to Proceed with the Work to Contractor at which time Contractor shall proceed with the Work and shall have access to the Site.

19. Site Examination. Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its proposal, Contractor warranted that it had made all Site examination(s) that it deemed necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any condition on the Site that could have been discovered upon reasonable investigation.

20. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor shall use all new components and materials that have not been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not acceptable under this Agreement.

20.1. Anti-Trust Claim. Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

20.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

20.3. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building codes.

21. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

22. Warranty/Quality.

22.1. Unless a longer warranty is called for elsewhere in this Agreement, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects, or failures of materials for one (1) year from filing the Notice of Completion for each Project Site, or such longer period as may be provided in a manufacturer's warranty for equipment or materials provided as part of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

22.2. Contractor shall provide a copy of the installation and product warranties prior to installation, along with the Updated Fixture Counts for the Project Site. Upon completion of the Project, Contractor shall transfer and convey to the District, all remaining warranty documentation, along with the total Updated Fixture Counts, and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and as may otherwise be available to the District.

23. Correction of Errors. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Notwithstanding the expiration of the warranty period, Contractor may still have liability to District as allowed under California law for breach of the standard of care, or any latent or patent defect pursuant to California Code of Civil Procedure, sections 337.1 and 337.15.

24. Safety and Health Standards; Lead-Based Paint. Pursuant to the requirements of the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Work, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Materials Certification, if applicable.

25. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work, shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees

that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Contractor, the following format shall be used, supported by attached documentation.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; "TBD" not permitted)		<u>Calendar Days</u>

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	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)		Calendar Days

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

26. Workers. Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may object or deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

27. Supervision. Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

28. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

28.1. All Site visits shall be arranged through the District;

28.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the Site, allowing District time to arrange Site visits without a disruption to the educational process;

- 28.3.** Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the Site;
- 28.4.** Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
- 28.5.** Contractor and Contractor's employees shall not use student restroom facilities; and
- 28.6.** If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 29. Employee Identification.** At all times during the Project, while on District property, Contractor, and all of its individual employees, agents, consultants, suppliers and subcontractors shall wear a name badge with their name clearly written as well as the firm with whom they are employed. Contractor shall ensure that only those necessary individual employees, agents, consultants, suppliers, and subcontractors possess the name badge and shall collect the name badge from its individual employees, agents, consultants, suppliers, and subcontractors once their work has been completed.
- 30. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement, including, conditions at the Work Site. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds.
- 31. Clean Up.** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 32. Site Access.** District shall provide Contractor with reasonable access to the Site for purposes of Contractor's timely and efficient performance of the Work under this Agreement.
- 33. Access to Work.** District representatives, including inspectors, shall at all times have access to the Work wherever it is in preparation or in progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access.
- 34. Project Inspection.** Project inspection shall be performed by Chris Ralston ("Project Inspector"). Project Inspector shall have free access to any or all parts of Work at any time. Contractor shall furnish the Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep them fully informed respecting progress, manner of Work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection. Contractor hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to suspend the Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws.
- 35. Protection of Work and Property.** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency

affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury.

36. Occupancy. District reserves the right to occupy buildings at any time before formal project completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

37. No Disruption of Service. Contractor shall ensure that the facilities at the Site are not without power at any time while school or school-related activities are in session. All Work must be coordinated with operations staff at the District and on-Site to ensure continuity of service.

38. Force Majeure. Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, flood, strike, epidemic or pandemic, or shortage of transportation facilities, lock-out, or commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

39. Termination.

39.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement for convenience. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) working days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for work completed to date as a pro-rata amount of the full fees, costs, and expenses necessarily incurred, including, but not limited to the following: (a) Work performed (including materials and equipment delivered to the Site that cannot be returned or that the District elects to retain) through the date of termination; (b) materials and equipment not yet delivered to the Site but in transit or in fabrication as of the date of termination, provided that such materials and equipment cannot be returned and refunded or the District elects to retain the materials or equipment; (c) any transportation and storage costs and restocking fees incurred by Contractor in connection with a return of materials or equipment, and (d) reasonable demobilization costs and fees payable to subcontractors arising out of such early termination. All fees, costs, and expenses must be justified, properly documented, and submitted to District for validation. Contractor will use commercially practicable efforts to mitigate these fees, costs, and expenses, including that all subcontracts shall include a termination for convenience clause providing for termination without an early termination fee if the District terminates this Agreement.

39.2. For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

39.2.1. material violation of this Agreement by the Contractor; or

- 39.2.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 39.2.3.** Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and this Agreement shall terminate unless, within three (3) calendar days after that notice, the condition or violation shall cease or satisfactory arrangements for the correction thereof shall be made. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 39.3.** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 39.4.** If this Agreement is terminated by the District for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this article, and the Contractor shall be entitled to receive only the amounts payable hereunder in compensation.

40. Indemnification.

- 40.1. Indemnification by District.** The District shall indemnify, defend and hold harmless the Contractor and its successors, assigns, officers, directors, shareholders, partners, members, agents and employees from and against any claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising from the negligent or intentional acts or omissions of the District or its officers, agents, or employees, with respect to District's use, operation, repair, alteration and occupancy of the Site and/or the Project and the performance of District's obligations herein or arising from the presence of hazardous materials that predates the Agreement.
- 40.2. Indemnification by Contractor.** The Contractor shall indemnify, defend with counsel acceptable to the District and hold harmless District, its officers, officials, agents and employees from and against any and all third party claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Agreement, including but not limited to, equitable relief, stop payment notice actions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or

concurrently by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers.

40.2.1. To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any third party losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Agreement, including without limitation damage to adjacent property; damage arising from violation of law or regulation; or injury to or death of any person or any damage to property owned by any third party.

40.2.2. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the District, its agents, employees, or independent contractors.

40.2.3. The indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability acts, or other employee benefit acts; by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty; or by the amount of insurance required in this Agreement.

40.2.4. Nothing contained in the foregoing defense and indemnity provisions shall be construed to require the Contractor to defend or indemnify the District to the extent the claims, damages, costs, expenses, judgments, fines, penalties or liabilities arise out of the actions or inaction of the Architect or its subconsultants, or any other person, firm or entity providing design or other professional services in connection with the Project.

40.3. Survival. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

41. Insurance.

41.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

41.1.1. General Liability. One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

41.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile, which includes coverage for any owned, hired, borrowed, and non-owned automobile, trailer, and equipment coverage, that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury,

death, and medical payments arising performing any portion of the Services by Contractor.

41.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

41.1.4. Excess Liability. Five Million Dollars (\$5,000,000) per occurrence to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Contractor, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

41.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

41.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

41.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

41.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

41.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

41.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

41.2.6. An endorsement stating that there shall be a waiver of any subrogation.

41.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

41.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

42. Payment Bond and Performance Bond. Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

43. Permits and Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force, at Contractor's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

44. Assignment. The rights, burdens, duties, or obligations of Contractor pursuant to this Agreement shall not be assigned by the Contractor without the prior written consent of the District.

45. Subcontractors. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Agreement shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself, including, subcontractor-caused project delays. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District. As provided in Article 6.2, subcontractors may be entitled to the protection of the Subletting and Subcontracting Fair Practices Act.

46. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

46.1. Labor Code Requirements. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to

comply may result in penalties, including loss of the right to bid on or receive public works contracts.

46.1.1. Certified Payroll Records. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees. Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

46.1.2. Labor Compliance. The Work under this Agreement is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

47. Non-Discrimination. Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in the performance of this Agreement and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and subcontractor.

48. Environmental Financial Incentives. "Environmental Financial Incentives" shall mean each of the following financial rebates and incentives that is in effect as of the date of this Agreement or may come into effect in the future: (i) performance-based incentives, rebates and any other incentive programs offered by or in the State of California (or any political subdivision thereof) under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, incentives under the Self Generation Incentive Program (SGIP), incentive tax credits, rebates, and/or deductions (including, without limitation, the federal Energy-Efficient Commercial Buildings Deduction (more commonly known as section 179D of the tax code), investment tax credits arising under the Code), other tax benefits or grants in lieu thereof (including, without limitation, the monetization of tax benefits), and accelerated depreciation (collectively, "incentives"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental or energy characteristics, resulting from the construction,

ownership or operation of the energy conservation facilities; and (ii) all reporting rights with respect to such incentives.

49. Limitations of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. The limitations contained in this Section shall not apply to any damages to the extent caused by the gross negligence or willful misconduct of the defaulting Party, nor shall they apply to third party claims subject to the indemnification provisions of this Agreement, or insurance claims.

50. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

51. Claims & Disputes. All Claims shall be resolved using the following procedure.

51.1. The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Contractor's Claim will be based on the District's records and the Claim documentation submitted by the Contractor, which shall include but not be limited to the following: an explanation of the background; a chronology including dates of all key events; an explanation of the Contractor's position; supporting documentation of merit; analysis of delay for any claimed additional time; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials. Claims must be submitted within thirty (30) days of when the Contractor becomes aware of the facts giving rise to the Claim, except that the Claim must be submitted no later than thirty (30) days from the date that a Notice of Completion is filed. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

51.2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this

written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

- 51.3.** Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within thirty (30) days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the Contractor. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.
- 51.4.** Within forty-five (45) days of receipt of the Claim, as that time may be tolled as provided in Section 52.3 above, the District shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- 51.5.** Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement.
- 51.6.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 51.7.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the Contractor. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement.
- 51.8.** Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall

mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

51.9. If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim pursuant to Section 52.1 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

51.10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

51.11. Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

- (a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.
- (b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to

payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.

- (d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

51.12. In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

51.13. Claim Certification.

Contractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code Sections 12650 *et seq.*). Submission by Contractor of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a subcontractor or material supplier, shall constitute a representation by Contractor to the District that submission of the claim does not, in any respect, violate the False Claims Act. Any party with an interest in the claim, including Contractor and any subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim and failure to provide such certification shall constitute a waiver of the claim.

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____

(Company)

(Signature)
Title: _____

51.14. Continuance of Work. In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Agreement, Contractor agrees it will not stop the progress of the Work on the Project.

52. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

53. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered; or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required; or sent by overnight delivery service; or sent by email with return receipt requested and a copy by United States mail, postage prepaid, addressed as follows:

If to District:

Sacramento City Unified School District
ATTN: Chris Ralston
5735 47th Avenue
Sacramento, CA 95824
EML: chris-ralston@scusd.edu

If to Contractor:

ATTN: _____

EML: _____

Any notice delivered personally or by email (during normal business hours) shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) business days after deposit in the United States mail.

54. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

55. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

56. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

57. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

58. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

59. Cooperation. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

60. Binding Contract. This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

61. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

62. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

63. Signature Authority. Each party represents that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

64. Counterparts. This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.

65. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

66. Entire Contract. This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Efficient Lighting Design, Inc.

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Janea Marking

Print Name: _____

Title: Chief Business and Operations Officer

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Address: _____

Facsimile: _____

Telephone: _____

E-Mail: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Proper Name: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____
Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: ____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit "A"
Scope of Work

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All work or materials found to be New Hazardous Material or work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the work, including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Project.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Overview of Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated construction work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the Site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials. Any and all work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning work on the Project, along with all current insurance certificates.

2. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a Site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

3. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a Site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT)

and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

- 1.** HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE DISTRICT'S PROPERTY;
- 2.** IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's reasonable discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. The Surety cannot award the completion contract, without the District's consent, to the Principal or any of its subcontractors.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
PRINCIPAL	SURETY
_____	_____
BY	BY

	NAME OF CALIFORNIA AGENT OF SURETY

	ADDRESS OF CALIFORNIA AGENT OF SURETY

	TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of its subcontractors of any tier under section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL

SURETY

BY

BY

NAME OF CALIFORNIA AGENT OF SURETY

ADDRESS OF CALIFORNIA AGENT OF SURETY

TELEPHONE NO. OF CALIFORNIA AGENT OF
SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)**

PROJECT: **LED Lighting Phase 3 Project**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Submitted on and by:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LED LIGHTING PROJECT EXHIBIT A to Contract

Scope of Work

SCUSD AMERICAN LEGION HS

Quantity	Existing Type	Retrofit Type	Fixture ID
660	2-4'T8,EB	2-4'TLED,ISL	1
25	1-23CFL,E26	LED A19	2
25	1-150HPS,WP	WP2LED/WS	3
40	4-4'T8,EB	4-4'TLED,ISL	4
1	1-250,HPS/SF	1-80X17,SF	5
80	3-4'T8,EB	3-4'TLED,ISL	6
3	1-60,ISN	LED CIRC	7
18	6-4'T8,EB	6-4'TLED,ISL	8
10	1-65R30,INC	LED BR30	9
8	1-70,HPS,CANOPY	PRT30N	10
5	1-100LED,AREA	A17100/MS,AREA	11

Scope of Work

SCUSD BRET HARTE

Quantity	Existing Type	Retrofit Type	Fixture ID
370	2-4'T8,EB	2-4'TLED,ISL	1
480	3-4'T8,EB	3-4'TLED,ISL	2
25	4-4'T8,EB	4-4'TLED,ISL	3
10	2-9CFL,EXIT	LED,EXIT BB	4
30	1-75,INC	LED BR30	5
15	1-23CFL,E26	LED A19	6
64	1-35HPS,CANOPY	PRT30N	7
36	1-35HPS,WP	WP2LED	8
4	3-23CFL,SURF	LED CIRC	9

Scope of Work

SCUSD MCCLATCHY HS

Quantity	Existing Type	Retrofit Type	Fixture ID
1775	2-4'T8,EB	2-4'TLED,ISL	1
350	3-4'T8,EB	3-4'TLED,ISL	2
80	4-4'T8,EB	4-4'TLED,ISL	3
8	2-4'U6,EB	2-4'TLEDU6,ISL	4
10	3-23CFL,SURF	LED SURF CIR	5
80	1-32CF,E26	LED A21,24W	6
50	4-4'T5HO,EB	4-4'TLED,ISN	7
8	6-4'T8,EB	6-4'TLED,ISL	8
10	2-9CFL,EXIT	LED EXIT BB	9
10	1-70HPS,WP	WP2LED	10

Scope of Work

SCUSD CALEB GREENWOOD

Quantity	Existing Type	Retrofit Type	Fixture ID
255	2-4'T8,EB	2-4'TLED,ISL	1
190	3-4'T8,ISL	3-4'TLED,ISL	2
64	4-4'T8,EB	4-4'TLED,ISL	3
28	1-50,HPS,CANOPY	PRT30N	4
50	1-70HPS,WP	WP2LED	5
10	1-60INC	LED A19	6
4	1-18CFL,6"CAN	LED 6" CAN	7
2	3-23CFL,SURF	LED SURF CIR	8
5	1-250HPS,AREA	ALEDS78	9

Scope of Work

SCUSD CA MIDDLE SCHOOL

Quantity	Existing Type	Retrofit Type	Fixture ID
900	2-4'T8,EB	2-4'TLED,ISL	1
50	3-4'T8,EB	3-4'TLED,ISL	2
300	4-4'T8,EB	4-4'TLED,ISL	3
30	1-50HPS,WP	WP2LED	4
80	1-50HPS,CAN	PRT30N	5
4	1-100,INC,SURF	LED SURF	6
20	2-9CFL,EXIT	LED EXIT,BB,EMX	7
12	2-32CFL,DÉCOR	CFL BYP	8
15	1-32CFL,E26	LED A19	9
15	1-32CFL,8"CAN	LED 8" CAN	10
30	2-9CFL,EXIT	LED EXIT BB	11
40	6-4'T5HO,HB	IBG24L	12
8	1-150HPS,AREA	A17100	13
200	1-12LED	LED A19	14

Scope of Work

SCUSD CHARLES JONES SCHOOL OF ENG

Quantity	Existing Type	Retrofit Type	Fixture ID
575	2-4'T8,EB	2-4'TLED,ISL	1
365	3-4'T8,EB	3-4'TLED,ISL	2
120	4-4'T8,EB	4-4'TLED,ISL	3
240	6-4'T8,EB	6-4'TLED,ISL	4
67	2-13CFL,6"CAN	LED CAN	5
4	2-4'T8U6,EB	2-4'TLEDU6,ISL	6

Scope of Work

SCUSD CROCKER / RIVERSIDE

Quantity	Existing Type	Retrofit Type	Fixture ID
170	4-4'T8,ISL	4-4'TLED,ISL	1
30	1-50HPS,CANOPY	PRT30N	2
20	1-70HPS,HP	WP2LED	3
20	1-100,INC	LED A19	4
265	2-4'T8,EB	2-4'TLED,ISL	5
30	3-4'T8,EB	3-4'TLED,ISL	6
8	6-4'T5HO,EB	6-4'TLED,ISN	7
15	2-9CFL,EXIT	LED EXIT BB	8
8	4-4'T5HO,EB	4-4'TLED,ISN	9
1	1-1000HPS,SF	X17105/SF	10
4	2-18CFL,8" CAN	LED 8" CAN	11

Scope of Work

SCUSD DAVID LUBIN

Quantity	Existing Type	Retrofit Type	Fixture ID
425	2-4'T8,EB	2-4'TLED,ISL	1
355	3-4'T8,EB	3-4'TLED,ISL	2
40	4-4'T8,EB	4-4'TLED,ISL	3
35	1-150HPS,WP	WP2LED	4
50	1-50HPS,CANOPY	PRT30N	5
10	1-60INC,E26	LED A19	6

Scope of Work

SCUSD EINSTEIN

Quantity	Existing Type	Retrofit Type	Fixture ID
140	2-4'T8,EB	2-4'TLED,ISL	1
225	3-4'T8,EB	3-4'TLED,ISL	2
100	4-4'T8,EB	4-4'TLED,ISL	3
2	1-26CFL,6" CAN	LED 6" CAN	4
424	6-4'T8,EB	6-4'TLED,ISL	5
20	1-32CFL,SURF	LED SURF	6
10	4-4'T5HO,EB	4-4'TLED,ISN	7
5	1-2DCFL,SURF	LED SURF	8

Scope of Work

SCUSD GENEVIEVE DIDION

Quantity	Existing Type	Retrofit Type	Fixture ID
70	2-4'T8,EB	2-4'TLED,ISL	1
425	3-4'T8,EB	3-3'TLD,ISL	2
50	4-4'T8,EB	4-4'TLED,ISL	3
14	2-9CFL,EXIT	LED EXIT BB	4
74	1-50HPS,WP	WP2LED	5
20	8-42CFL,HB	H17,MONO/KIT/GUARD	6
2	1-250HPS,WP	X17105,TR	7
3	1-150HPS,AREA	A17100	8

Scope of Work

SCUSD GW CARVER

Quantity	Existing Type	Retrofit Type	Fixture ID
84	2-4'T8,EB	2-4'TLED,ISL	1
25	3-4'T8,EB	3-4'TLED,ISL	2
10	4-4'T8,EB	4-4'TLED,ISL	3
26	4-4'T5HO,EB	4-4'TLEDHO,ISN	4
8	2-4'T5HO,EB	2-4'TLEDHO,ISN	5
22	3-26CFL,8"CAN	LRG8	6
12	2-26CFL,SCONCE	RELAMP	7
0	WITH # 4	WITH # 4	8
82	3-4'T8,EB TDM	3-4'TLED,ISL,TDM	9
34	2-26WCFL,8"CAN OD	NEW LED 8" CAN	10
46	1-50HPS,WP	WP2LED	11
45	1-50HPS,CANOPY	PRT30N	12
84	6-4'T8,EB	6-4'TLED,ISL	13
60	4-4'T8,EB	4-4'T8,ISL	14
4	2-9WCFL,EXT	LED EXIT,BB,EMX	15
4	T5HO,EMX	T5HO,EMX	16

Scope of Work

SCUSD HEALTH PROFESSIONS

Quantity	Existing Type	Retrofit Type	Fixture ID
425	3-4'T8,EB	3-4'TLED,ISL	1
20	1-70HPS,CANOPY	PRT30N	2
0	WITH #2	WITH #2	3
2	1-50HPS,FL	LED FLOOD 1/2 "	4
32	2-4'T8,EB	2-4'TLED,ISL	5
60	1-70HPS,WP	WP2LED	6
30	4-4'T5HO,EB	4-4'TLED,ISN	7
14	2-9WCFL,EXIT	LED EXIT BB	8
24	1-18CFL,6" CAN	LBR6	9
30	2-4'T8U6,EB	2-4'TLEDU6,ISL	10
26	1-18"CFL,8"CAN	LBR8	11
4	4-4'T8,EB	4-4'TLED,ISL	12
20	1-400HPS,AREA	A17100/MS	13
10	TLED EM INVERTER	TLED EM INVERTER	14

Scope of Work

SCUSD PHASE III HJHS

Quantity	Existing Type	Retrofit Type	Fixture ID
340	2-4'T8,EB	2-4'TLED,ISL	1
1435	3-4'T8,EB	3-4'TLED,ISL	2
30	2-9CFL,EXIT	LED EXIT,BB	3
80	4-4'T8,EB	4-4'TLED,ISL	4
8	6-4'T8,EB	6-4'TLED,ISL	5
34	1-250MH,HB	HB H17	6
62	1-2DCFL,SURF	NEW LED SURF	7

Scope of Work

SCUSD HOLLYWOOD PARK

Quantity	Existing Type	Retrofit Type	Fixture ID
55	2-4'T8,EB	2-4'TLED,ISL	1
340	3-4'T8,EB	3-4'TLED,ISL	2
40	4-4'T8,EB	4-4'TLED,ISL	3
10	1-23CFL,E26	LED A19	4

Scope of Work

SCUSD ISADOR COHEN

Quantity	Existing Type	Retrofit Type	Fixture ID
350	2-4'T8,EB	2-4'TLED,ISL	1
45	1-28CFL,E26	LEDA19	2
42	1-50HPS,WP	WP2LED	3
4	1-50HPS,CANOPY	PRT30N	4
3	1-250MV,AREA	2-A17100,BULLHORN	5

Scope of Work

SCUSD JOHN CABRILLO

Quantity	Existing Type	Retrofit Type	Fixture ID
31	2-4'T8,EB	2-4'TLED,ISL	1
270	3-4'T8,EB	3-4'TLED,ISL	2
150	4-4'T8,EB	4-4'TLED,ISL	3
44	1-50HPS,WP	WP2LED	4
2	1-60,INC SURF	NEW LED CIR	5
5	1-50HPS,CANOPY	PRT30N	6
2	1-150HPS,TR,FLOOD	X22-TR,FLOOD	7

Scope of Work

SCUSD JOHN MORSE

Quantity	Existing Type	Retrofit Type	Fixture ID
70	2-4'T8,EB	2-4'TLED,ISL	1
155	3-4'T8,EB	3-4'TLED,ISL	2
36	4-4'T8,EB	4-4'TLED,ISL	3
20	1-50HPS,WP	WP2LED	4
20	1-50HPS,CANOPY	PRT30N	5
9	2-8'T8HO,H	NEW FIX	6
5	3-13CFL,SURF	LED SURF	7
3	1-250MV,AREA	X22 TR FLOOD	8
9	6-4'T8,EB	6-4'TLED,ISL	9

Scope of Work

SCUSD JOHN STILL ES

Quantity	Existing Type	Retrofit Type	Fixture ID
212	2-4'T8,EB	2-4'TLED,ISL	1
48	3-4'T8,EB	3-4'TLED,ISL	2
264	4-4'T8,EB	4-4'TLED,ISL	3
20	2-4'T8U3,EB	2-4'TLEDU3,ISL	4
85	2-28CFL,6" CAN	LBR6	5
15	2-28CFL,8" CAN	LBR8	6
20	EM INVERTER	EM INVERTER	7

Scope of Work

SCUSD JOHN STILL MS

Quantity	Existing Type	Retrofit Type	Fixture ID
230	3-4'T8,EB	3-4'TLED,ISL	1
100	3-4'T8,EB	3-4'TLED,ISL	2
320	6-4'T8,EB	6-4'TLED,ISL	3
145	2-4'T8,EB	2-4'TLED,ISL	4
110	4-4'T8,EB	4-4'TLED,ISL	5
12	4-4'T5HO,EB	4-4'TLEDHO,PS	6
20	1-2DCFL,SURF	LED SURF	7
5	2-2'T8,EB	2-2'TLED,ISL	8

Scope of Work

SCUSD JUDAH

Quantity	Existing Type	Retrofit Type	Fixture ID
75	2-4'T8,EB	2-4'TLED,ISL	1
350	3-4'T8,EB	3-4'TLED,ISL	2
5	4-4'T8,EB	4-4'TLED,ISL	3
6	1-60,INC,SURF	LED SURF CIR	4
4	4-8'T12,SB	NEW FIX	5
8	1-400MH	1-115,LED BYP	6

Scope of Work

SCUSD LUTHER BURBANK

Quantity	Existing Type	Retrofit Type	Fixture ID
44	8-4'T5HO,EB,HB	IBG3600LM,HB	1
12	4-4'T5HO,EB	4-4'TLEDHO,PS	2
10	2-4'T8,EB	2-4'TLED,ISL	3
15	1-150HPS	A17100,SLIP FIT KIT	4
3	1-250HPS,TR FLOOD	X22 FLOOD	5
200	2-4'T8,EB,VT	PRT30N	6
100	1-70HPS,WP	WP2LED	7
1	1-400MH,TR,FL	X22 FLOOD	8
30	1-32CFL,RECESSED IN POLE	NEW WPT WALL PACK	9
35	1-100HPS,AREA	A17 AREA	10

Scope of Work

SCUSD MARK HOPKINS SUCCESS ACD

Quantity	Existing Type	Retrofit Type	Fixture ID
94	2-4'T8,EB	2-4'TLED,ISL	1
215	3-4'T8,EB	3-4'TLED,ISL	2
20	4-4'T8,EB	4-4'TLED,ISL	3
22	1-70HPS,WP	WP2LED	4
22	1-50HPS,CANOPY	PRT30N	5
64	2-8'T8HO,EB	NEW FIX	6

Scope of Work

SCUSD MLK JR

Quantity	Existing Type	Retrofit Type	Fixture ID
145	2-4'T8,EB	2-4'TLED,ISL	1
525	3-4'T8,EB	3-4'TLED,ISL	2
15	1-60,INC	LED A19	3

Scope of Work

SCUSD MATSUYAMA

Quantity	Existing Type	Retrofit Type	Fixture ID
550	2-4'T8,EB	2-4'TLED,ISL	1
200	3-4'T8,EB	3-4'TLED,ISL	2
50	4-4'T8,EB	4-4'TLED,ISL	3
15	2-18CFL,8" CAN	LRG8	4
4	1-50HPS,RECESS	PRT30N	5
80	1-50HPS,WP	WP2LED	6
2	1-150HPS,AREA	ALED578	7
8	2-9CFL,EXIT	LED EXIT BB	8
1	1-1000HPS,SF	X22 FLOOD	9
6	1-250MH,AREA	A17100	10

Scope of Work

SCUSD OW ERLEWINE

Quantity	Existing Type	Retrofit Type	Fixture ID
50	2-4'T8,EB	2-4'TLED,ISL	1
60	3-4'T8,EB	3-4'TLED,ISL	2
200	4-4'T8,EB	4-4'TLED,ISL	3
3	1-50HPS,WP	WP2LED	4

SCUSD PHOEBE HEARST

Quantity	Existing Type	Retrofit Type	Fixture ID
25	2-4'T8,EB	2-4'TLED,ISL	1
105	3-4'T8,EB	3-4'TLED,ISL	2
210	4-4'T8,EB	4-4'TLED,ISL	3
44	1-50HPS,WP	WP2LED	4
18	1-50HPS,CANOPY	PRT30N	5
64	2-4'T5HE,SB	2-4'TLEDHE,EB	6
16	2-60,INC	LED FIX	7
16	6-4'T8,EB	6-4'TLED,ISL	8
5	2-9CFL,EXIT	LED EXIT BB	9
2	1-100HPS,FL,SF	X22 FLOOD	10

Scope of Work

SCUSD ROSA PARKS

Quantity	Existing Type	Retrofit Type	Fixture ID
210	2-4'T8,EB	2-4'TLED,ISL	1
180	3-4'T8,EB	3-4'TLED,ISL	2
130	4-4'T8,EB	4-4'TLED,ISL	3
350	6-4'T8,EB	6-4'TLED,ISL	4
25	2-60,INC SURF	LED SURF	5
30	2-4'T8U6,EB	2-4'TLEDU6,ISL	6
20	3-4'T8,EB	3-4'TLED,ISL	7
14	4-4'T5HO,EB	4-4'T5HO,PS	8

Scope of Work

SCUSD ROSEMONT

Quantity	Existing Type	Retrofit Type	Fixture ID
2500	2-4'T8,EB	2-4'TLED,ISL	1
850	3-4'T8,EB	3-4'TLED,ISL	2
44	2-26CFL,PEND	RE LAMP BYP	3
130	2-26CFL,8"CAN	LBR8	4
30	4-40PLL,PS	4-LEDPLL,PS	5
30	4-4'T8,EB	4-4'TLED,ISL	6
10	1-100,MH,PEND	RE LAMP A21	7
40	6-4'T8,EB	6-4'TLED,ISL	8
10	2-2'T8,STRIP	NEW FIX	9
14	3-18,CFL,SURF	LED SURF	10

Scope of Work

SCUSD SAM BRANNAN

Quantity	Existing Type	Retrofit Type	Fixture ID
850	2-4'T8,EB	2-4'TLED,ISL	1
22	2-9CFL,EXIT	LED, EXIT BB	2
25	1-60,INC	LED A19	3
15	1-28CFL,8" CAN	LBR8	4
134	2-8'T8HO,EB	NEW LED FIX	5
8	1-2DCFL	NEW 2' FIX	6
4	4-4'T8,EB	4-4'TLED,ISL	7
28	3-4'T8,EB	3-4'TLED,ISL	8
15	EM INVERTER	EM INVERTER	9

Scope of Work

SCUSD SCHOOL OF ENG

Quantity	Existing Type	Retrofit Type	Fixture ID
100	2-4'T8,EB	2-4'TLED,ISL	1
425	3-4'T8,EB	3-4'TLED,ISL	2
15	6-4'T8,EB	6-4'TLED,ISL	3
10	1-32CFL,8" CAN	LBR8	4
20	2-26CFL,6" CAN	LBR6	5
24	2-2'T8,EB	2-2'TLED,ISL	6

Scope of Work

SCUSD WASHINGTON

Quantity	Existing Type	Retrofit Type	Fixture ID
24	1-70HPS,WP	WP2LED	1
84	3-4'T8,EB	3-4'TLED,ISL	2
9	2-8'T8HO,EB	NEW FIX	3

Scope of Work

SCUSD PHASE III WEST CAMPUS

Quantity	Existing Type	Retrofit Type	Fixture ID
170	6-4'T8,EB	6-4'TLED,ISL	1
44	3-4'T8,EB	3-4'TLED,ISL	2
204	4-4'TB,EB	4-4'TLED,ISL	3
219	2-4'T8,EB	2-4'TLED,ISL	4
4	3-4'TB,EB TDM	3-4'TLED,ISL, TDM	5
100	2-9CFL,EXIT	LED EXIT BB	6
60	2-40PLL,EB	2-TLEDPLL,ISL	7
12	5-40PLL,EB	3-LEDPLL,ISL	8
20	4-4'T8,EB,WRAP	2-4'TLED,ISL	9
20	NEW EM INV	NEW EM INV	10

Scope of Work

SCUSD PHASE III WILL C WOOD

Quantity	Existing Type	Retrofit Type	Fixture ID
410	6-4'T8,EB	6-4'TLED,ISL	1
230	3-4'T8,EB	3-4'TLED,ISL	2
245	2-4'T8,EB	2-4'TLED,ISL	3
2	1-32,CFL,CIR	NEW LED CIR	4
126	4-4'T8,EB	4-4'TLED,ISL	5
15	2-2'T8,EB	2-2'TLED,ISL	6
44	1-2DCFL,SURF	NEW LED SURF	7
15	2-9CFL,EXIT	LED EXIT,BB	8
6	1-26CFL,6" CAN	LBR6 CAN	9

Scope of Work

SCUSD WILLIAM LAND

Quantity	Existing Type	Retrofit Type	Fixture ID
120	2-4'T8,EB	2-4'TLED,ISL	1
280	3-4'T8,EB	3-4'TLED,ISL	2
130	4-4'T8,EB	4-4'TLED	3
24	1-70HPS,WP	WP2LED	4
35	1-50HPS,CANOPY	PRT30N	5
6	1-65BR30,6" CAN	LBR6	6
4	2-13CFL,SURF	LED SURF	7
5	2-9CFL,EXIT	LED EXIT,BB	8

**NOTICE OF PUBLIC HEARING
ON SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
APPROVING AN ENERGY SERVICE CONTRACT**

NOTICE IS HEREBY GIVEN of the intention of the Board of Education of the Sacramento City Unified School District ("District") to consider approval of an energy service contract to install LED Lighting at Various District Schools ("Project"), and, if the Project is approved, to enter into an energy service contract for the Project ("Agreement") with Efficient Lighting Design, pursuant to the terms of Government Code section 4217.12.

The time for the public hearing on the intention of the Board to consider the Project and, if approved, to consider entering into the Agreement is **October 3, 2024 at 6:00 p.m.**, or as soon thereafter as practicable, during the Board's regular meeting held at the District Serna Center, Community Conference Rooms, 5735 47th Avenue, Sacramento, CA 95824. The hearing will begin with a presentation of the energy cost savings analysis, available at scusd.edu, and staff's conclusions based on the analysis, followed by public comment of all interested persons for or against the Project and/or Agreement.

Public comments may be made remotely by submitting a Public Comments form at the following link before the board meeting and up through this item on the agenda: <https://bit.ly/Oct3PublicComment>. Those that submit a public comment form will have their Public Comment read during the meeting so that it is part of the meeting record. Public Comments will be limited to 2 minutes. In the event of several Public Comment requests, the Board reserves the right to lower the allotted time to 1 minute.

Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. Any written protest shall be filed with the Clerk of the District on or before the time set for the hearing. The District may waive any irregularities in the form or content of any written notice and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn, in writing, at any time before the conclusion of the hearing.

DATED: September 16, 2024

Chris Ralston
Assistant Superintendent, Facilities
Sacramento City Unified School District

RESOLUTION NO. 3447
OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT TO AUTHORIZE AND APPROVE ENERGY SERVICES PROJECT

WHEREAS, Government Code section 4217.12, authorizes a school district to enter into an energy service contract if its governing board determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases;"

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an energy conservation facility," an "energy conservation facility" includes "alternate energy equipment, cogeneration equipment, or conservation measures located in public buildings or on land owned by public agencies" such as equipment for the production of energy from alternate sources, including solar or wind energy;

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by constructing a LED Lighting Project ("Project") at Various School Locations ("Premises");

WHEREAS, Efficient Lighting Design, Inc. ("Provider") prepared a written analysis of the anticipated cost to the District for the Project and the anticipated marginal cost to the District of energy that would have been consumed by the District at the Premises in the absence of the Project ("Analysis"), attached as **Exhibit 1** and made part hereof by this reference, which Analysis has been reviewed by District staff and made available to the public;

WHEREAS, District staff has concluded, following review of the Analysis, that the Analysis is based on reliable sources and information; and

WHEREAS, in accordance with Government Code section 4217.12, on September 16, 2024, the District published the notice of a public hearing at which the Board of Education would consider this Resolution, and on October 3, 2024, has held the public hearing and provided an opportunity for public comment on the Project.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

Section 2. That this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board for which at least two weeks' public notice has been duly given.

Section 3. That pursuant to Government Code section 4217.12, and based on available information, including, but not limited to, the data provided in the Analysis and public comment received during the hearing, the Board hereby determines that the anticipated cost to the District for the Project will be less than the anticipated marginal cost to the District of electrical or other energy that would have been consumed by the District if such Project were not completed.

Section 4. That the Project is hereby approved, subject to the Board reviewing and approving the award of a contract for the Project.

PASSED AND ADOPTED this 3 day of October 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

President, Board of Education

ATTEST:

Clerk, Board of Education

Exhibit 1

Analysis

ENERGY CONSERVATION MEASURES PHASE III									
MEASURE NUMBER	INCLUDED IN PROJECT	CAMPUS	PROJECT COST	ANNUAL SAVINGS	REBATE	COST MINUS REBATE	MAINTENANCE COST SAVINGS	SIMPLE PAYBACK Energy Savings Only	SIMPLE PAYBACK All Savings
1	Y	AMERICAN LEGION	\$157,597	\$16,733	\$9,281	\$148,316	\$875	8.9	8.4
2	Y	BRET HARTE	\$204,205	\$17,617	\$10,814	\$193,391	\$1,551	11.0	10.1
3	Y	MCCLATCHY	\$378,300	\$31,086	\$19,534	\$358,766	\$2,380	11.5	10.7
4	Y	CALEB GREENWOOD	\$135,410	\$12,310	\$7,171	\$128,239	\$610	10.4	9.9
5	Y	CALIFORNIA MS	\$331,511	\$27,608	\$18,796	\$312,715	\$1,500	11.3	10.7
6	Y	CHARLES JONES SCHOOL OF ENGINEERING	\$236,597	\$23,625	\$15,187	\$221,410	\$1,375	9.4	8.9
7	Y	CROCKER / RIVERSIDE	\$126,924	\$11,413	\$6,090	\$120,834	\$575	10.6	10.1
8	Y	DAVID LUBIN	\$180,800	\$18,142	\$9,691	\$171,109	\$915	9.4	9.0
9	Y	EINSTEIN	\$183,561	\$21,875	\$14,217	\$169,344	\$926	7.7	7.4
10	Y	GENEVIEVE DIDION	\$143,262	\$14,715	\$9,489	\$133,773	\$915	9.1	8.6
11	Y	GW CARVER	\$143,265	\$13,525	\$7,485	\$135,780	\$575	10.0	9.6
12	Y	HEALTH PROFESSIONS	\$170,630	\$20,062	\$8,341	\$162,289	\$625	8.1	7.8
13	Y	HIRAM JOHNSON	\$337,412	\$32,933	\$21,899	\$315,513	\$550	9.6	9.4
14	Y	HOLLYWOOD PARK	\$71,332	\$7,121	\$4,734	\$66,598	\$445	9.4	8.8
15	Y	ISADOR COHEN	\$84,500	\$6,684	\$4,509	\$79,991	\$455	12.0	11.2
16	Y	JOHN CABRILLO	\$102,138	\$10,135	\$6,667	\$95,471	\$510	9.4	9.0
17	Y	JOHN MORSE	\$77,581	\$6,833	\$4,869	\$72,712	\$350	10.6	10.1
18	Y	JOHN STILL ES	\$115,858	\$10,244	\$5,921	\$109,937	\$675	10.7	10.1
19	Y	JOHN STILL MS	\$181,268	\$20,464	\$13,273	\$167,995	\$1,000	8.2	7.8
20	Y	JUDAH	\$74,192	\$7,818	\$4,728	\$69,464	\$540	8.9	8.3
21	Y	LUTHER BURBANK	\$286,405	\$24,378	\$13,250	\$273,155	\$1,750	11.2	10.5
22	Y	MARK HOPKINS SUCCESS ACADEMY	\$117,254	\$9,622	\$8,909	\$108,345	\$350	11.3	10.9
23	Y	MLK JR	\$106,480	\$10,545	\$6,800	\$99,680	\$685	9.5	8.9
24	Y	MATSUYAMA	\$179,135	\$16,400	\$9,688	\$169,447	\$950	10.3	9.8
25	Y	OW ERLEWINE	\$53,752	\$5,916	\$4,013	\$49,739	\$325	8.4	8.0
26	Y	PHOEBE HEARST	\$113,171	\$10,873	\$6,494	\$106,677	\$520	9.8	9.4
27	Y	ROSA PARKS	\$186,568	\$21,432	\$13,273	\$173,295	\$1,050	8.1	7.7
28	Y	ROSEMONT	\$573,418	\$48,292	\$28,843	\$544,575	\$3,700	11.3	10.5
29	Y	SAM BRANNAN	\$221,687	\$16,429	\$25,323	\$196,364	\$1,100	12.0	11.2
30	Y	SCHOOL OF ENGINEERING & SCIENCE	\$98,122	\$9,122	\$5,706	\$92,416	\$600	10.1	9.5
31	Y	WEST CAMPUS	\$158,475	\$17,560	\$8,963	\$149,512	\$853	8.5	8.1
32	Y	WILL C WOOD	\$205,674	\$23,534	\$15,111	\$190,563	\$1,650	8.1	7.6
33	Y	WILLIAM LAND	\$129,138	\$11,669	\$7,309	\$121,829	\$620	10.4	9.9
34	Y	WASHINGTON	\$31,944	\$3,118	\$2,124	\$29,820	\$350	9.6	8.6
		TOTAL	\$5,897,566	\$559,833	\$358,502	\$5,539,064	\$31,850	9.9	9.4
MISCELLANEOUS									
		Project Management	Incl						
		Bonds	\$138,477						
PROJECT TOTALS									
		CONTRACT TOTAL	\$5,677,541						

**FIFTEEN YEAR FINANCIAL ANALYSIS
SCUSD LED PHASE III**

<i>Project Investment:</i>	<i>\$5,897,566</i>
<i>Performance Bond:</i>	<i>\$138,477</i>
<i>Utility Incentive:</i>	<i>\$358,502</i>
Net Investment less Incentive :	\$5,677,541

<i>First Year Savings:</i>	<i>\$559,833</i>
<i>Maintenance Savings:</i>	<i>\$31,850</i>

<i>Energy Inflation Rate:</i>	<i>1.50%</i>
Simple Payback:	9.6
Internal Rate of Return:	7%

YEAR	ENERGY COST AVOIDANCE	NET COST AVOIDANCE
ONE	\$559,833	\$559,833
TWO	\$568,230	\$568,230
THREE	\$576,754	\$576,754
FOUR	\$585,405	\$585,405
FIVE	\$594,186	\$594,186
SIX	\$603,099	\$603,099
SEVEN	\$612,146	\$612,146
EIGHT	\$621,328	\$621,328
NINE	\$630,648	\$630,648
TEN	\$640,107	\$640,107
ELEVEN	\$649,709	\$649,709
TWELVE	\$659,455	\$659,455
THIRTEEN	\$669,347	\$669,347
FOURTEEN	\$679,387	\$679,387
FIFTEEN	\$689,578	\$689,578
TOTAL	\$9,339,211	\$9,339,211

**RESOLUTION NO. 3450
OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT TO AUTHORIZE AND APPROVE ENERGY SERVICES CONTRACT
WITH EFFICIENT LIGHTING DESIGN, INC.**

WHEREAS, Sacramento City Unified School District ("District") desires to implement energy conservation measures by constructing a LED Lighting retrofit ("Project") at Various School Sites ("Premises");

WHEREAS, Government Code section 4217.12, authorizes a school district to enter into an energy service contract if its governing board determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases;"

WHEREAS, at the October 3, 2024 Board meeting, the Board considered a written analysis of the anticipated cost to the District for the Project and the anticipated marginal cost to the District of energy that would have been consumed by the District at the Premises in the absence of the Project ("Analysis"), heard public comment at a hearing on the Project in accordance with Government Code section 4217.12, and adopted Resolution No. 3447 approving the Project;

WHEREAS, Efficient Lighting Design, Inc. ("Provider") submitted a proposal to the District for a contract to implement the Project including the costs to the District for the Project on which the Analysis was based; and

WHEREAS, the District has reviewed and evaluated Provider's proposal for the contract to implement the Project and recommends award of a contract for the Project to the Provider, a copy of which is attached hereto as **Exhibit 1**, on the basis of the Provider's experience; the type of technology employed by the Provider; the cost to the District, which the District finds to be reasonable.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

Section 2. That award of a contract to the Provider for the Project at the Premises ("Contract") is in the best interests of the District.

Section 3. That the Contract with Provider, in substantially the form attached hereto as **Exhibit 1**, is hereby approved.

Section 4. That the Superintendent and designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution including, without limitation, finalizing and executing the Contract with Provider on behalf of the District.

PASSED AND ADOPTED this 3 day of October, 2024, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

SIGNED:

President, Board of Education

ATTEST:

Clerk, Board of Education

Exhibit 1

Analysis

**FIFTEEN YEAR FINANCIAL ANALYSIS
SCUSD LED PHASE III**

<i>Project Investment:</i>	\$5,897,566
<i>Performance Bond:</i>	\$138,477
<i>Utility Incentive:</i>	\$358,502
Net Investment less Incentive :	\$5,677,541
 <i>First Year Savings:</i>	 \$559,833
<i>Maintenance Savings:</i>	\$31,850
 <i>Energy Inflation Rate:</i>	 1.50%
Simple Payback:	9.6
Internal Rate of Return:	7%

YEAR	ENERGY COST AVOIDANCE	NET COST AVOIDANCE
ONE	\$559,833	\$559,833
TWO	\$568,230	\$568,230
THREE	\$576,754	\$576,754
FOUR	\$585,405	\$585,405
FIVE	\$594,186	\$594,186
SIX	\$603,099	\$603,099
SEVEN	\$612,146	\$612,146
EIGHT	\$621,328	\$621,328
NINE	\$630,648	\$630,648

TEN	\$640,107	\$640,107
ELEVEN	\$649,709	\$649,709
TWELVE	\$659,455	\$659,455
THIRTEEN	\$669,347	\$669,347
FOURTEEN	\$679,387	\$679,387
FIFTEEN	\$689,578	\$689,578
TOTAL	\$9,339,211	\$9,339,211

Exhibit 2

Contract

[Attach starting on next page]

**ENERGY SERVICES CONTRACT
FOR SCUSD LED LIGHTING INSTALL PHASE 3 PROJECT**

This agreement ("Agreement"), dated as of October 3, 2024 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, Sacramento City Unified School District ("District") is a public agency under the provision of Government Code sections 4217.10 *et seq.* pertaining to energy service contracts;

WHEREAS, the services and facilities required by this Agreement ("Project") are the types of services and facilities subject to the authority in Government Code sections 4217.10 *et seq.*; and

WHEREAS, the District's Board held the required hearing and approved the Project and the award of this Agreement to Contractor at its meeting on October 3, 2024.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

- 1. Services.** Contractor shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Work"). The Work will be performed at various sites of Sacramento City Unified School District listed in the scope of work (collectively, "Site").
- 2. Term.** The Work under this Agreement shall be completed by **June 30, 2025** ("Term"), as that time may be extended as provided herein.
- 3. Liquidated Damages.** Time is of the essence for all Work under this Agreement. Contractor acknowledges that it is and will be extremely difficult and/or impracticable to determine the actual damage, including without limitation loss of the energy savings for the period of the delay, that the District would sustain due to Contractor's delay in completing the Work within the Term of the Agreement; therefore, as Liquidated Damages, and not as a penalty, Contractor agrees that it shall pay to the District for each Site location at which the Work is not completed, the sum of ONE THOUSAND DOLLARS (\$1,000) per day for each and every day's delay beyond the applicable Final Completion Date that Final Completion is not achieved.

In the event any portion of the Liquidated Damages is not paid to the District, the

District may deduct that amount from any money due or that may become due the Contractor under this Agreement and/or the District may seek recovery of Liquidated Damages from the Contractor's Performance Bond Surety. The District may seek recovery of Liquidated Damages from the Contractor or the Performance Bond Surety without having exhausted remedies against the other.

4. Grants/Rebates/Incentives. Contractor shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Site(s). Contractor shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary.

5. Contract Documents. The following documents comprise the "Contract Documents" for the Work under this Agreement:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Criminal Background Investigation/
Fingerprinting Certification |
| <input checked="" type="checkbox"/> Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" type="checkbox"/> Insurance Certificates and
Endorsements |
| <input checked="" type="checkbox"/> Noncollusion Declaration | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Prevailing Wage and Related Labor
Requirements Certification | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input checked="" type="checkbox"/> Project Schedule |
| <input checked="" type="checkbox"/> Tobacco-Free Environment
Certification | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input checked="" type="checkbox"/> Hazardous Materials Certification | <input checked="" type="checkbox"/> <u>All required permits</u> |
| <input checked="" type="checkbox"/> Lead-Based Materials Certification | |
| <input checked="" type="checkbox"/> <u>Certification Re: Russian Sanctions</u> | |

The complete and integrated Agreement consists of all Contract Documents as identified above and incorporated herein by this reference which supersede all prior negotiations, representations, or agreements, either written or oral. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. No extra compensation will be allowed for anything omitted but fairly implied in the Contract Documents. Any material specified by reference to the number, symbol, or title of a specified standard such as a commercial standard, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Board authorization to proceed, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. If a conflict exists in the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall

provide the better quality or greater quantity of Work and/or materials unless directed otherwise by the District in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the following order of precedence will govern:

1. Permits from District or other agencies as may be required by law;
2. Written modifications, amendments, minor changes, and Change Orders to the Agreement;
3. This Agreement;
4. Construction Documents prepared by the Contractor and approved by the District in accordance with this Agreement.

6. Submittal of Documents.

- 6.1.** Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s) identified as Contract Documents, and the endorsement(s) of insurance which shall be submitted to the District for review and approval within seven (7) days after execution of the Agreement.
- 6.2.** Within fifteen (15) days after execution of this Agreement or before any Work commences, whichever is sooner, Contractor shall provide the District with the name and DIR registration number, and any other information required in a PWC-100 form, for Contractor and all tiers of subcontractors. Contractor has a continuing obligation throughout the duration of the Agreement to provide information to update the PWC-100 form for all subsequent subcontractors before their work commences or before their access onto the Site, whichever is earlier. All first tier subcontractors that will perform more than one-half of one percent (.5%) of the Work may be substituted only in strict accordance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 *et seq.*, and upon the written consent of the District. Within the District's sole discretion, any subcontractor may be deemed not qualified to perform work on the Project if the District determines the subcontractor fails to meet the requirements of the Contract Documents, or for any other reason. The District shall not be responsible for any increase in the cost of the Work resulting from the replacement or substitution of a subcontractor.
- 6.3.** Contractor shall prepare and submit the proposed project schedule within fifteen (15) days after the Notice to Proceed for review by the District.
- 6.4.** Contractor shall prepare and submit the proposed Schedule of Values within fifteen (15) days after the Notice to Proceed for review by the District. No individual line item shall exceed five percent of the Contract Price unless approved by the District in advance. Contract closeout shall be shown separately and shall be no less than five (5) percent of the total Contract Price. The schedule of values, when approved, shall be used as a basis for the applications for payment, and the approved schedule of values is an express condition precedent to processing the Contractor's payment applications.

- 7. Compensation.** As compensation for the Work, the District shall pay to the Contractor _____ DOLLARS (\$_____), as such amount may be amended from time to time in accordance with the terms of this Agreement ("Contract Price"). Such amount shall not be increased without the express approval of the District's Governing Board ("Board").
- 8. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
- 9. Payment.** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for Work performed under the Agreement as of the date of submission per the approved Schedule of Values ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the approved amount, unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), less the aggregate of previous payments and any amount to be withheld. The District may withhold from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Agreement which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed or required by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price; (5) unsatisfactory prosecution of the Work by Contractor (provided that the District has previously notified Contractor in writing of such unsatisfactory prosecution of the Work); (6) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (7) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is or may be liable under the Agreement; and (8) any other sums which the District is or may be entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including without limitation section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums, including its right to withhold such sums from later progress payments. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 10. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents or an unscheduled audit is necessary for a legitimate government purpose to be determined at the District's sole discretion.
- 11. Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Work, (ii) performing Work that

is outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, Social Security, and income taxes with respect to Contractor's employees. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Conflict of Interest. Contractor represents that it has no known actual, apparent, or potential conflicts of interest with respect to the Work that it has not disclosed to the District and that it will advise the District if it discovers any such actual, apparent, or potential conflict of interest. Contractor further represents that it has no existing interest, and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Contractor.

13. Licensing. Contractor certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Contractor and all subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Post Office Box 26000, Sacramento, California 95826, <http://www.cslb.ca.gov>, throughout the duration of the Work. Contractor hereby acknowledges that it or its subcontractors performing the work hold valid license(s).

14. Registration as Public Works Contractor: Contractor and all subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1725.5. Contractor further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, included with this Agreement and as detailed further therein.

15. Standard of Care. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Electrical and Lighting Practices and all applicable laws, including the applicable provisions of California Code of Regulations, Title 24, Division of State Architect ("DSA"), and any applicable District standards. Contractor represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

15.1. Energy Conservation. To the extent feasible, Contractor shall design and construct the Project to maximize the efficient use of energy. Contractor shall comply with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), including ASHRAE-90 A-1980 (Sections 1-9), ASHRAE-90 B-1975 (Sections 10-11), and ASHRAE-90 C-1977 (Section 12) in designing and constructing the Project (34 CFR §75.616).

16. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall not infringe on the intellectual property rights of any person, except that submitted to Contractor by District as a basis for such Services. Contractor shall indemnify, defend, and hold the District harmless from any claim of infringement of any party's intellectual property in the performance of this Agreement.

17. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement, for the limited purpose of owning, operating, maintaining, and repairing the Work, or, with regard to drawings, specifications and system performance data only, for educational use. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event that the District changes or uses any such documents without Contractor's consent, other than as provided above, then the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use.

18. Notice to Proceed with Work. After execution of the Agreement and Contractor's submittal of all required Contract Documents, the District shall provide a Notice to Proceed with the Work to Contractor at which time Contractor shall proceed with the Work and shall have access to the Site.

19. Site Examination. Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its proposal, Contractor warranted that it had made all Site examination(s) that it deemed necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any condition on the Site that could have been discovered upon reasonable investigation.

20. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor shall use all new components and materials that have not been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not acceptable under this Agreement.

20.1. Anti-Trust Claim. Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions **Code**), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

20.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

20.3. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building codes.

21. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

22. Warranty/Quality.

22.1. Unless a longer warranty is called for elsewhere in this Agreement, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects, or failures of materials for one (1) year from filing the Notice of Completion for each Project Site, or such longer period as may be provided in a manufacturer's warranty for equipment or materials provided as part of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

22.2. Contractor shall provide a copy of the installation and product warranties prior to installation, along with the Updated Fixture Counts for the Project Site. Upon completion of the Project, Contractor shall transfer and convey to the District, all remaining warranty documentation, along with the total Updated Fixture Counts, and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and as may otherwise be available to the District.

23. Correction of Errors. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Notwithstanding the expiration of the warranty period, Contractor may still have liability to District as allowed under California law for breach of the standard of care, or any latent or patent defect pursuant to California Code of Civil Procedure, sections 337.1 and 337.15.

24. Safety and Health Standards; Lead-Based Paint. Pursuant to the requirements of the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Work, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Materials Certification, if applicable.

25. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work, shall not be paid for or accepted unless

such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Contractor, the following format shall be used, supported by attached documentation.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add Overhead and Profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)		
(f)	Subtotal		
(g)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(h)	Subtotal		
(i)	Add Overhead and Profit for Contractor , not to exceed five percent (5%) of Item (h)		
(j)	Subtotal		
(k)	Add Bond and Insurance , not to exceed two percent (2%) of Item (j)		
(l)	TOTAL		
(m)	Time (zero unless indicated; "TBD" not permitted)	Calendar Days	

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	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)		Calendar Days

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

26. Workers. Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may object or deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

27. Supervision. Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

28. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

28.1. All Site visits shall be arranged through the District;

28.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the Site, allowing District time to arrange Site visits without a disruption to the educational process;

- 28.3.** Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the Site;
- 28.4.** Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
- 28.5.** Contractor and Contractor's employees shall not use student restroom facilities; and
- 28.6.** If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 29. Employee Identification.** At all times during the Project, while on District property, Contractor, and all of its individual employees, agents, consultants, suppliers and subcontractors shall wear a name badge with their name clearly written as well as the firm with whom they are employed. Contractor shall ensure that only those necessary individual employees, agents, consultants, suppliers, and subcontractors possess the name badge and shall collect the name badge from its individual employees, agents, consultants, suppliers, and subcontractors once their work has been completed.
- 30. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement, including, conditions at the Work Site. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds.
- 31. Clean Up.** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 32. Site Access.** District shall provide Contractor with reasonable access to the Site for purposes of Contractor's timely and efficient performance of the Work under this Agreement.
- 33. Access to Work.** District representatives, including inspectors, shall at all times have access to the Work wherever it is in preparation or in progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access.
- 34. Project Inspection.** Project inspection shall be performed by Chris Ralston ("Project Inspector"). Project Inspector shall have free access to any or all parts of Work at any time. Contractor shall furnish the Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep them fully informed respecting progress, manner of Work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection. Contractor hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to suspend the Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws.
- 35. Protection of Work and Property.** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency

affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury.

36. Occupancy. District reserves the right to occupy buildings at any time before formal project completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

37. No Disruption of Service. Contractor shall ensure that the facilities at the Site are not without power at any time while school or school-related activities are in session. All Work must be coordinated with operations staff at the District and on-Site to ensure continuity of service.

38. Force Majeure. Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, flood, strike, epidemic or pandemic, or shortage of transportation facilities, lock-out, or commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

39. Termination.

39.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement for convenience. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) working days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for work completed to date as a pro-rata amount of the full fees, costs, and expenses necessarily incurred, including, but not limited to the following: (a) Work performed (including materials and equipment delivered to the Site that cannot be returned or that the District elects to retain) through the date of termination; (b) materials and equipment not yet delivered to the Site but in transit or in fabrication as of the date of termination, provided that such materials and equipment cannot be returned and refunded or the District elects to retain the materials or equipment; (c) any transportation and storage costs and restocking fees incurred by Contractor in connection with a return of materials or equipment, and (d) reasonable demobilization costs and fees payable to subcontractors arising out of such early termination. All fees, costs, and expenses must be justified, properly documented, and submitted to District for validation. Contractor will use commercially practicable efforts to mitigate these fees, costs, and expenses, including that all subcontracts shall include a termination for convenience clause providing for termination without an early termination fee if the District terminates this Agreement.

39.2. For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

39.2.1. material violation of this Agreement by the Contractor; or

39.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

39.2.3. Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and this Agreement shall terminate unless, within three (3) calendar days after that notice, the condition or violation shall cease or satisfactory arrangements for the correction thereof shall be made. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

39.3. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

39.4. If this Agreement is terminated by the District for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this article, and the Contractor shall be entitled to receive only the amounts payable hereunder in compensation.

40. Indemnification.

40.1. Indemnification by District. The District shall indemnify, defend and hold harmless the Contractor and its successors, assigns, officers, directors, shareholders, partners, members, agents and employees from and against any claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising from the negligent or intentional acts or omissions of the District or its officers, agents, or employees, with respect to District's use, operation, repair, alteration and occupancy of the Site and/or the Project and the performance of District's obligations herein or arising from the presence of hazardous materials that predates the Agreement.

40.2. Indemnification by Contractor. The Contractor shall indemnify, defend with counsel acceptable to the District and hold harmless District, its officers, officials, agents and employees from and against any and all third party claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Agreement, including but not limited to, equitable relief, stop payment notice actions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers.

40.2.1. To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any third party losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Agreement, including without limitation damage to adjacent property; damage arising from violation of law or regulation; or injury to or death of any person or any damage to property owned by any third party.

40.2.2. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the District, its agents, employees, or independent contractors.

40.2.3. The indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability acts, or other employee benefit acts; by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty; or by the amount of insurance required in this Agreement.

40.2.4. Nothing contained in the foregoing defense and indemnity provisions shall be construed to require the Contractor to defend or indemnify the District to the extent the claims, damages, costs, expenses, judgments, fines, penalties or liabilities arise out of the actions or inaction of the Architect or its

subconsultants, or any other person, firm or entity providing design or other professional services in connection with the Project.

40.3. Survival. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

41. Insurance.

41.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

41.1.1. General Liability. One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

41.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile, which includes coverage for any owned, hired, borrowed, and non-owned automobile, trailer, and equipment coverage, that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

41.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

41.1.4. Excess Liability. Five Million Dollars (\$5,000,000) per occurrence to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Contractor, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

41.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District

and approved by the District. Certificates and insurance policies shall include the following:

41.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

41.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

41.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

41.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

41.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

41.2.6. An endorsement stating that there shall be a waiver of any subrogation.

41.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

41.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

42. Payment Bond and Performance Bond. Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

43. Permits and Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force, at Contractor's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

44. Assignment. The rights, burdens, duties, or obligations of Contractor pursuant to this Agreement shall not be assigned by the Contractor without the prior written consent of the District.

45. Subcontractors. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Agreement shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by

itself, including, subcontractor-caused project delays. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District. As provided in Article 6.2, subcontractors may be entitled to the protection of the Subletting and Subcontracting Fair Practices Act.

46. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

46.1. Labor Code Requirements. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

46.1.1. Certified Payroll Records. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees. Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

46.1.2. Labor Compliance. The Work under this Agreement is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete

and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

47. Non-Discrimination. Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in the performance of this Agreement and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and subcontractor.

48. Environmental Financial Incentives. "Environmental Financial Incentives" shall mean each of the following financial rebates and incentives that is in effect as of the date of this Agreement or may come into effect in the future: (i) performance-based incentives, rebates and any other incentive programs offered by or in the State of California (or any political subdivision thereof) under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, incentives under the Self Generation Incentive Program (SGIP), incentive tax credits, rebates, and/or deductions (including, without limitation, the federal Energy-Efficient Commercial Buildings Deduction (more commonly known as section 179D of the tax code), investment tax credits arising under the Code), other tax benefits or grants in lieu thereof (including, without limitation, the monetization of tax benefits), and accelerated depreciation (collectively, "incentives"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental or energy characteristics, resulting from the construction, ownership or operation of the energy conservation facilities; and (ii) all reporting rights with respect to such incentives.

49. Limitations of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. The limitations contained in this Section shall not apply to any damages to the extent caused by the gross negligence or willful misconduct of the defaulting Party, nor shall they apply to third party claims subject to the indemnification provisions of this Agreement, or insurance claims.

50. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

51. Claims & Disputes. All Claims shall be resolved using the following procedure.

51.1. The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Contractor's Claim will be based on the District's records and the Claim documentation submitted by the Contractor, which shall include but not be limited to the

following: an explanation of the background; a chronology including dates of all key events; an explanation of the Contractor's position; supporting documentation of merit; analysis of delay for any claimed additional time; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials. Claims must be submitted within thirty (30) days of when the Contractor becomes aware of the facts giving rise to the Claim, except that the Claim must be submitted no later than thirty (30) days from the date that a Notice of Completion is filed. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

- 51.2.** If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
- 51.3.** Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within thirty (30) days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the Contractor. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.
- 51.4.** Within forty-five (45) days of receipt of the Claim, as that time may be tolled as provided in Section 52.3 above, the District shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

- 51.5.** Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement.
- 51.6.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 51.7.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the Contractor. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement.
- 51.8.** Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
- 51.9.** If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim pursuant to Section 52.1 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

51.10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

51.11. Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

- (a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.
- (b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.
- (d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

51.12. In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

51.13. Claim Certification.

Contractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code Sections 12650 *et seq.*). Submission by Contractor of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a subcontractor or material supplier, shall constitute a representation by Contractor to the District that submission of the claim does not, in any respect, violate the False Claims Act. Any party with an interest in the claim, including Contractor and any subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claims certification requirement shall be a

condition precedent to any obligation District might otherwise have to review the claim and failure to provide such certification shall constitute a waiver of the claim.

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____
_____ (Company)
_____ (Signature)
Title: _____

51.14. Continuance of Work. In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Agreement, Contractor agrees it will not stop the progress of the Work on the Project.

52. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

53. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered; or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required; or sent by overnight delivery service; or sent by email with return receipt requested and a copy by United States mail, postage prepaid, addressed as follows:

If to District:

Sacramento City Unified School District
ATTN: Chris Ralston

5735 47th Avenue

Sacramento, CA 95824

EML: chris-ralston@scusd.edu

If to Contractor:

ATTN: _____

EML: _____

Any notice delivered personally or by email (during normal business hours) shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) business days after deposit in the United States mail.

54. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

55. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

56. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

57. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

58. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

59. Cooperation. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

60. Binding Contract. This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

61. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

62. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

63. Signature Authority. Each party represents that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

64. Counterparts. This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.

65. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

66. Entire Contract. This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Efficient Lighting Design, Inc.

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Janea Marking

Print Name: _____

Title: Chief Business and Operations Officer

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Address: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-Mail: _____

E-Mail: _____

Information regarding Contractor:

Proper Name: _____

_____:

License No.: _____

Employer Identification and/or Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

___ Individual

___ Sole Proprietorship

___ Partnership

___ Limited Partnership

___ Corporation, State: ___

___ Limited Liability Company

___ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit "A"
Scope of Work

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All work or materials found to be New Hazardous Material or work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the work, including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Project.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Overview of Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated construction work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the Site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials. Any and all work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning work on the Project, along with all current insurance certificates.

2. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a Site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

3. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a Site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon

transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

- 1.** HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE DISTRICT'S PROPERTY;
- 2.** IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's reasonable discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. The Surety cannot award the completion contract, without the District's consent, to the Principal or any of its subcontractors.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in

default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL

SURETY

BY

BY

NAME OF CALIFORNIA AGENT OF SURETY

ADDRESS OF CALIFORNIA AGENT OF SURETY

TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of its subcontractors of any tier under section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL

SURETY

BY

BY

NAME OF CALIFORNIA AGENT OF
SURETY

ADDRESS OF CALIFORNIA AGENT OF
SURETY

TELEPHONE NO. OF CALIFORNIA
AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)**

PROJECT: **LED Lighting Phase 3 Project**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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Subcontractor Name: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Submitted on and by:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting Date: October 3, 2024

Subject: Proposed Changes to Civic Permit Board Policy 1330, Facility Use Handbook, and Permit Pricing

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

Division: Facilities Support Services

Recommendation: Receive proposed changes to Board Policy (BP) 1330 and civic permit fee increases for action at a subsequent Board meeting.

Background/Rationale: The Civic Center Act directs School Districts to make publicly funded spaces available to the public, as outlined by the local Board of Education and in-line with Education Code § 38130 et seq. It also allows for school districts to charge fees necessary for the upkeep and maintenance of those facilities. Board Policy 1330 is Sacramento City Unified School District's implementation of the Civic Center Act.

Board Policy 1330 was last updated in 2001, and updating the language in BP 1330 would improve implementation of the Civic Center Act. Facilities staff have also developed a Facility Use Handbook to improve internal procedures pertaining to Civic Center implementation and BP 1330. The Handbook was developed using best practices from neighboring districts, permit user feedback, and staff needs.

The Facilities Department has also conducted a Facility Use costs analysis and is suggesting price changes to the District's Direct Cost and Market Rate rental categories. This will help better offset the maintenance and staffing costs associated with Civic Permit rentals and will have a positive benefit on the District budget.

Financial Considerations: Possible increase in revenue leading to a positive budgetary impact.

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Proposed Board Policy 1330 with Tracked Changes
2. Clean version of Board Policy 1330
3. Facility Use Handbook
4. Proposed Permit Fee Increases

Estimated Time of Presentation: 10 minutes

Submitted by: Ben Wangberg, Facilities Planning Manager

Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Janea Marking, Chief Business & Operations Officer

Lisa Allen, Superintendent

Policy 1330: Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 11/16/1998 | Last Revised Date: 11/05/2001 | New Proposal: 11/21/2024

~~The Governing Board recognizes that district facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.~~

~~(cf. 6145.5 – Student Organizations and Equal~~

~~Access) Vision~~

~~We envision strong and vibrant neighborhoods making use of and bringing physical, financial, and human resources to our community's schools to help our students and all community members learn, recreate, and receive needed support services.~~

~~We envision schools as safe, clean, and welcoming full-service neighborhood service centers addressing community concerns in a welcoming, positive and safe environment by supporting:~~

~~–∑ Parent and community involvement and commitment~~

~~–∑ Sharing and coordination of community resources, including the school's computers and other technology, to serve the needs and interests of local citizens from pre-school through senior citizens~~

~~–∑ Health, educational, cultural, and recreational opportunities to meet the needs and interests of the communities they serve~~

~~–∑ A wide range of neighborhood activities~~

~~–∑ Use by a diverse population of community members~~

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

Vision

We envision strong and vibrant neighborhoods making use of and bringing physical, financial, and human resources to our community's schools to help our students and all community members learn, recreate, and receive needed support services.

We envision schools as safe, clean, and welcoming full-service neighborhood service centers addressing community concerns in a welcoming, positive and safe environment by supporting:

- Parent and community involvement and commitment;

Proposed Board Policy 1330 with Track Changes

- Sharing and coordination of community resources, including the school's computers and other technology, to serve the needs and interests of local citizens from pre-school through senior citizens;
- Health, educational, cultural, and recreational opportunities to meet the needs and interests of the communities they serve;
- A wide range of neighborhood activities;
- Use by a diverse population of community members.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

Certain Groups are exempt from these fees including, but not limited to: District sponsored and organized after school programs, Associated Student Bodies (ASB), Parent Teacher Associations (PTA) or other recognized parent groups such as Parent Teacher Organizations (PTOs) and Parent Teacher Student Organizations (PTSOs), staff unions/groups, local recreation groups and leagues, scouting groups and 4-H where all youth reside in the District. Events by these groups that occur on weekends may incur fees not normally associated with "free facility use".

Proposed Board Policy 1330 with Track Changes

~~OPTION 1: (Amount not exceeding direct costs to all community groups)~~

~~The Board believes that the use of school facilities or grounds should not result in an expense to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)~~

~~OPTION 2: (No charge to nonprofit organizations and youth and school-oriented groups)~~

~~The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations and by clubs or associations organized to promote youth and school activities, including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, school-community advisory councils, and recreational youth sports leagues that charge participants no more than an average of \$60 per month. Other groups that request the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)~~

~~OPTION 3: (No charge to school-related organizations)~~

~~The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.~~

~~Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)~~

~~Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)~~

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or

Proposed Board Policy 1330 with Track Changes

contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Fees for all Facility Use for all renters will be outlined in a Fee Table to be regularly reviewed for changes in District Costs.

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

Policy 1330: Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 11/16/1998 | **Last Revised Date:** 11/05/2001 | **New Proposal:** 10/24/2024

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

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We envision schools as safe, clean, and welcoming full-service neighborhood service centers addressing community concerns in a welcoming, positive and safe environment by supporting:

- *Parent and community involvement and commitment;*
- *Sharing and coordination of community resources, including the school's computers and other technology, to serve the needs and interests of local citizens from pre-school through senior citizens;*
- *Health, educational, cultural, and recreational opportunities to meet the needs and interests of the communities they serve;*
- *A wide range of neighborhood activities;*
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For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

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Clean version of Proposed Changes to Board Policy 1330

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Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Fees for all Facility Use for all renters will be outlined in a Fee Table to be regularly reviewed for changes in District Costs.

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Clean version of Proposed Changes to Board Policy 1330

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The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.



Use of School Facilities Handbook

916-395-3970 | CivicPermitOffice@scusd.edu

Contents

Use of School Facilities 3

Types of Facility and Grounds Use 3

Use of Facilities Permit Request Process 4

User Group Classification 5

Fee Tables 6

Accepted Payment Types: 7

Insurance Requirements 7

Custodial Coverage 8

Food Handling Requirements in Concession Stands/Snack Bar 8

Important Facility and Grounds Use Information 9

Performing Arts and Gym Rental Policies and Procedures15

Theater and Gym Rules..... 16

Important Reminders 18

Use of School Facilities

Thank you for your interest in using Sacramento City Unified School District (“SCUSD”) facilities. SCUSD works with hundreds of community organizations to make available school buildings/grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest.

The handbook is designed to help users of SCUSD facilities to determine if their event/program qualifies to use school facilities, how to submit a permit request, an overview of the fee structure, review of the insurance requirements and other important information. We encourage you to read the entire handbook before submitting your permit request.

We hope you find this information helpful in processing your permit request. If you have any suggestions for improvement, please email us at CivicPermitOffice@scusd.edu.

This facilities handbook follows the applicable law as defined in the California Education Code sections 10900 through 10914.5 and sections [38130 through 38138](#), referred to as the “Civic Center Act”.

The Governing Board has adopted a policy whereby its facilities and grounds may be used as a Civic Center in The Superintendent and/or designee will disapprove applications that do not conform to the provisions of the Civic Center Act of the Education Code and/or to District administrative regulations and liability restrictions. Board Policy and Admin Regulation number 1330 govern SCUSD’s policy for Civic Permit use and grants the Civic Permits Department as District Designee to review, approve, deny or otherwise support the Public’s use of District Facilities.

Types of Facility and Grounds Use

School facilities, subject to SCUSD policies and regulations, may be made available to citizens and community groups as a civic center for the following purposes (Education Code § 38131.):

1. Public, literary, scientific, recreational, educational or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time basis or renewal basis, by any church or religious organization.
4. Childcare programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
7. A community youth center.
8. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans’ organization.
9. Other purposes deemed appropriate by the governing board.
10. State laws prohibit the use of school facilities and grounds for subversive, immoral, offensive, or harmful purposes. State laws also limit the use of the school facilities and grounds for denominational or sectarian activities. The use of the school facilities and grounds shall not be granted to persons, forums, corporations, groups, clubs, or associations which:
 - (a) May, by use, be reasonably expected to expose the property of SCUSD to damage through riot, mob action, or violence of any kind.
 - (b) Use the property in a manner which will be adverse to the best interest of SCUSD.

- (c) Use of facilities and grounds for a purpose not consistent with the Civic Center Act and/or adopted Board Policies.
- 11. Groups or persons using school facilities and grounds under the provisions of this policy shall be liable for any property damages caused by the activity. The District shall charge the amount necessary to repair the damages and may deny the group further use of the school facilities and grounds (Education Code § 38134).
- 12. Single Permits will only be granted for one type of event per Permit.

Use of Facilities Permit Request Process

To request the use of a SCUSD facility or grounds, an authorized representative of the requesting organization, agency, association, club, or group must create an account with SCUSD partner Facilitron.com. Once an account is created, an authorized representative must submit all dates, times and locations of use requested and upload the required insurance documents, written authorization from group (if applicable), and agree to all terms and conditions of the permitting process. If applicable, fees must be paid **BEFORE** the usage of our facilities is permitted. An **APPROVED use permit must be available at all times during the event in either digital or physical form.**

The Facilities Department and Requested Site are responsible for processing the permits, scheduling site coverage, custodial support, nutrition service workers, and any SCUSD staff that may be required by the District to support the renter for needs deemed necessary by the District. The Facilitron website will calculate fees and create an invoice to be sent to the Renter. Facilitron.com is also in agreement with SCUSD to process collections and attempt to collect any debts associated with the use of SCUSD facilities.

When necessary, fees have been paid and the proper required documentation is received, the Facilities Department and the permitted site will approve the permit on Facilitron.com. The user must have access to a digital or physical copy of the permit at all times.

A potential user must submit their permit request through Facilitron.com online system at least fifteen (15) SCUSD business days prior to the event. If requests are turned in less than 15 SCUSD business days prior, there is no guarantee rental will be approved. Permit requests can only be made 5 months in advance. Special considerations for events requiring more than 5 months of planning will be made made Civic Permits Office in consultation with the requested site staff. If the event duration falls under 2 different categories, the group must fill out a permit per category. Permits approval times may be affected by District breaks and may require additional approval time during periods of extended office closures.

Approval or Denial of a Use of Facilities Permit

Approval of Permit

Permit requests are made via Facilitron.com. School staff will review and approve or deny the permit within 10 SCUSD working days of submission at which point Facilities will also review and approve or deny the permit.

Once all site staff have reviewed the permit request, it is processed through the Facilities Department for final approval.

- Insurance is checked
- Event eligibility is determined
- Invoice is created
- Approval is granted

Denial of Permit

The Facilities Department cannot approve any requests if:

- The permit interferes with any school program requiring space otherwise used by the permit.
 - School Facility use and District Facility use always have priority over outside permit requests.

- The request is incomplete or has not met the conditions outlined in “Use of Facilities Permit Request Process” section of the manual;
- The request to reserve space contains a material misrepresentation or materially false statement;
- The request is not received sufficiently in advance of the proposed event or activity to permit necessary evaluation and to determine the appropriate location. In general, if the request is received at least twenty-one (21) business days prior to the proposed event, timing should not be a factor;
- Payment arrangements have not been made within 120 hours of the start of the event;
- Insurance has not been submitted in a timely manner;
- School activities require requested space either during school or outside of school hours;
- The event occurs during school hours and permit holders are not fingerprinted or otherwise approved by the District;
- The use or activity intended by the request is prohibited by law or proposes behaviors or conduct proscribed as prohibited in this policy;
- The applicant has previously damaged facilities or grounds and has not paid for repair;
- The applicant has a previously committed significant or repeated violation of these policies;
- The use or activity would present an unreasonable health or safety danger;
- The request to use facilities or grounds conflicts with a preexisting reservation and no reasonable alternative time or place is available; or
- If the request is to hold birthdays, weddings, or funerals.

User Group Classification

The priorities for renting facilities and grounds will be determined by SCUSD for any Facilities Use requests other than SCUSD instructional and related activities based on the following classifications. Additional fees beyond rental fees may be required for all users. (See “Fee Table”.)

Understanding the meaning of recreation programs:

- Youth programs.
- Primary purpose is participation and having fun.
- All youth can play, it is not based on ability.
- Costs can be waived if the player cannot afford it.
- The program is within the district boundaries and has boundaries to participate.

Recreational seasons by sport:

REFER TO ATTACHED CALIFONIRA INTERSCHOLASTIC FEDERATION (CIF) CALENDAR
CLOSED SESSIONS DURING July 1- July 15

New CIF Restrictions place all CIF regulated sports on Black-Out period from July 1 - July 15. Due to this, SCUSD will close all High School and Middle School Athletic Facilities to all permit requests both internal and external. Facilities will return to operation upon the conclusion of the black-out period.

Fee Tables

Classification A

Activities of District sponsored non-profit organizations, clubs, associations or other groups whose primary focus is the promotion of youth and school activities, including (but not limited to): curricular and extra-curricular student activities, District sponsored and organized after school programs, Associated Student Bodies (ASB), Parent Teacher Associations (PTA) or other recognized parent groups such as Parent Teacher Organizations (PTOs) and Parent Teacher Student Organizations (PTSOs), staff unions/groups, local recreation groups and leagues, scouting groups and 4-H where all youth reside in the District.

Use of a facility that occurs during off hours/weekends/holidays will be charged for district employees (custodians, cafeteria workers, etc.) per hour with a two-hour minimum during weekdays, four hour minimum during weekends and holidays.

Events occurring on weekends, holidays, or after custodial shifts become Class "B".

<i>Item</i>	<i>Current Fee</i>	<i>Proposed Fee</i>	<i>Change</i>
Application Fee	\$10.00	\$10.00	\$0.00
Cafeteria/Multipurpose	\$0.00	\$0.00	\$0.00
Classroom	\$0.00	\$0.00	\$0.00
Gym	\$0.00	\$0.00	\$0.00
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	\$0.00	\$0.00	\$0.00
Kitchen	Food Service Asst – OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	Variable, currently \$7.14/hr
Library	\$0.00	\$0.00	\$0.00
Locker Room(s)	\$0.00	\$0.00	\$0.00
Parking Lot	\$0.00	\$0.00	\$0.00
Rest Room(s)	\$1.00/hour	\$1.00/hour	\$0.00
Performing Art Center (HS) (Rosemont & JFK)	\$0.00	\$0.00	\$0.00
Serna	\$0.00	\$0.00	\$0.00
Stadium	Lighting Charges, \$5.00/hour	Lighting Charges, \$5.00/hour	\$0.00
Swimming Pool	No Charge: Energy and chemical surcharge may apply	No Charge: Energy and chemical surcharge may apply	\$0.00
Theater/Auditorium	\$0.00	\$0.00	\$0.00
Unimproved Field	\$0.00	\$0.00	\$0.00
Custodian	Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends	Overtime: Teamsters Salary Range 53 x 1.5	Variable, currently \$11.33/hr

Classification B

Activities of non-profit organization residing in the District whose primary focus is the promotion of youth groups having a residency requirement, local senior citizen groups, non-district sponsored recreation groups and leagues that do not require try-outs for participation, neighborhood groups, and local homeowners associations. The net receipts of admission fees, membership fees or donations collected by these groups must be expended for the welfare of the youth within the District Boundary.

<i>Item</i>	<i>Current Fee</i>	<i>Proposed Fee</i>	<i>Change</i>
Application Fee	\$10.00	\$10.00	\$0.00
Cafeteria/Multipurpose	ES \$10/hr MS/HS \$20/hr	ES \$10/hr MS/HS \$20/hr	\$0.00 \$0.00
Classroom	\$0.00	No Charge	\$0.00
Gym	Small MS \$10/day Small HS \$20/day Large MS/HS \$20/day	Small MS \$10/day Small HS \$20/day Large MS/HS \$20/day	\$0.00 \$0.00 \$0.00
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	ES/MS \$10/week HS \$10/week HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$100/day; \$25/hr for lights	ES/MS \$10/week HS \$10/week HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$100/day; \$25/hr for lights	\$0.00 \$0.00 \$0.00
Kitchen	ES \$2.50/hr MS/HS \$6/hr Food Service Asst – Regular \$20.20/hr; OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	ES \$2.50/hr MS/HS \$6/hr OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	\$0.00 \$0.00 Variable, currently \$7.14/hr
Library	ES \$5/hr MS \$10/hr HS \$12.50/hr	ES \$5/hr MS \$10/hr HS \$12.50/hr	\$0.00 \$0.00 \$0.00
Locker Room(s)	MS \$5/hr HS \$10/hr	MS \$5/hr HS \$10/hr	\$0.00 \$0.00
Parking Lot	\$3.00/hr	\$0.50/hr	(\$2.5/hr)
Rest Room(s)	\$0.00	\$3/hr	\$3/hr
Performing Art Center (HS) (Rosemont, CKM & JFK)	\$25/hr	\$25/hr	\$0.00
Serna	Large Conference Room (Indiana OR Washington) \$5/hr Small Community Room (Michigan OR Minnesota) \$5/hr Large Community Room (Pennsylvania OR Tennessee) \$11/hr	Large Conference Room (Indiana OR Washington) \$5/hr Small Community Room (Michigan OR Minnesota) \$5/hr Large Community Room (Pennsylvania OR Tennessee) \$11/hr	\$0.00 \$0.00 \$0.00
Stadium	\$200/day; \$25/hr for lights	\$200/day; \$25/hr for lights	\$0.00
Swimming Pool	\$38/hr; Energy and chemical surcharge may apply	\$38/hr; Energy and chemical surcharge may apply	\$0.00
Theater/Auditorium (HS)	\$10/hr	\$10/hr	\$0.00
Unimproved Field	\$25/month per school	\$25/month per school	\$0.00
Custodian	Regular \$27.21/hr Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends Holiday \$54.41/hr; 4 hr min	Regular Time: Teamsters Salary Range 53 Overtime: Teamsters Salary Range 53 x 1.5, 2 hr min weekdays; 4 hr min weekends Holiday: Teamsters Salary Range 53 x 2	Variable, \$7.55/hr Variable, \$11.33/hr Variable, \$15.11/hr

Classification C

Activities of non-profit organization whose primary focus is serving the general public including (but not limited to) civic and service groups (Kiwanis, Rotary, Elks, Moose, Lion, etc.), chambers of commerce, youth organizations without a residency requirement (including youth sports with skill based try-outs), non-profit supplemental educational services providers, and religious services.

<i>Item</i>	<i>Current Fee</i>	<i>Proposed Fee</i>	<i>Change</i>
Application Fee	\$20	\$20	
Cafeteria/Multipurpose	ES \$15/hr; MS \$20/hr HS \$20/hr	ES \$25/hr; MS \$40/hr HS \$50/hr	\$10/hr \$20/hr \$30/hr
Classroom	\$5/hr	\$7/hr	\$2/hr
Gym	Small MS \$20/hr Small HS Large MS \$25/hr Comprehensive HS \$30/hr	Small MS \$40/hr Small HS Large MS \$50/hr Comprehensive HS \$70/hr	\$20/hr \$25/hr \$40/hr
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	ES/MS \$10/hr HS \$10/hr HS Track & Field \$30/hr \$25/hr for lights	ES/MS \$25/hr HS \$35/hr HS Track & Field \$90/hr \$5/hr for lights	\$15/hr \$25/hr \$60/hr lights (\$20/hr)
Kitchen	ES \$5/hr MS/HS \$12/hr Food Service Asst – Regular \$20.20/hr; OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	ES/MS \$6/hr HS \$15/hr OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	\$1/hr \$3/hr Variable, currently \$7.14/hr
Library	ES \$10/hr MS \$15/hr HS \$25/hr	ES \$12/hr MS \$16/hr HS \$38/hr	\$2/hr \$1/hr \$13/hr
Locker Room(s)	MS \$10/hr HS \$25/hr	MS \$20/hr HS \$35/hr	\$10/hr \$10/hr
Parking Lot	\$5/hr	\$3/hr	(\$2/hr)
Rest Room(s)	0	\$3/hr	\$3/hr
Performing Art Center (HS) (Rosemont, CKM & JFK)	\$50/hr	\$90/hr	\$40/hr
Serna	Large Conference Room (Indiana OR Washington) \$5/hr Small Community Room (Michigan OR Minnesota) \$10/hr Large Community Room (Pennsylvania OR Tennessee) \$20/hr	Large Conference Room (Indiana OR Washington) \$12/hr Small Community Room (Michigan OR Minnesota) \$14/hr Large Community Room (Pennsylvania OR Tennessee) \$18/hr	\$7/hr \$4/hr (\$2/hr)
Stadium	\$60/hr; \$25/hr for lights	\$100/hr; \$5/hr for lights	\$40/hr lights (\$20/hr)
Swimming Pool	\$70/hr; Energy and chemical surcharge may apply	\$70/hr; Energy and chemical surcharge may apply	0
Theater/Auditorium (HS)	\$20/hr	\$50/hr	\$30/hr
Unimproved Field	\$5/hr	\$10/hr	\$5/hr
Custodian	Regular \$27.21/hr Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends Holiday \$54.41/hr; 4 hr min	Regular Time: Teamsters Salary Range 53 Overtime: Teamsters Salary Range 53 x 1.5, 2 hr min weekdays; 4 hr min weekends Holiday: Teamsters Salary Range 53 x 2	Variable, \$7.55/hr Variable, \$11.33/hr Variable, \$15.11/hr

Classification D

Commercial use shall apply to those organizations or individuals requesting to use school facilities for conducting any type of commercial business or function including for profit businesses, for profit organizations, and for profit supplemental educational services providers. It shall be considered commercial if the publicity and/or advertising would benefit a particular person or concern in a commercial way. This includes: Organizations/groups where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the youth of the District or for charitable purposes, a charge shall be made for the use of school facilities or grounds, in accordance with the fees schedule.

<i>Item</i>	<i>Current Fee</i>	<i>Proposed Fee</i>	<i>Change</i>
Application Fee	\$25.00	\$25.00	\$0.00
Cafeteria/Multipurpose	ES \$25/hr MS/HS \$50/hr	ES \$30/hr MS/HS \$60/hr	\$5/hr \$10/hr
Classroom	\$10/hr	\$15/hr	\$5/hr
Gym	Small MS \$33 Small HS \$77 Large MS/HS \$136	Small MS \$50 Small HS \$75 Large MS/HS \$136	\$17/hr (\$2/hr) \$0.00
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	ES/MS \$16/hr HS \$30/hr HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$98/hr; \$25/hr for lights	ES/MS \$30/hr HS \$40/hr HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$100/hr; \$5/hr for lights	\$14/hr \$10/hr \$2/hr lights (\$20/hr)
Kitchen	ES/MS \$11/hr HS \$30/hr Food Service Assistant – Regular \$20.20/hr; OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	ES/MS \$15/hr HS \$20/hr OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	\$4/hr (\$10/hr) Variable, currently \$7.14/hr
Library	MS \$37/hr HS \$62/hr	ES \$25/hr MS \$37/hr HS \$62/hr	\$25/hr \$0.00 \$0.00
Locker Room(s)	MS \$40/hr HS \$83/hr	MS \$25/hr HS \$40/hr	(\$15/hr) (\$43/hr)
Parking Lot	\$9/hr	\$10/hr	\$1/hr
Rest Room(s)	\$0.00	\$5/hr	\$5/hr
Performing Art Center (HS) (Rosemont, CKM & JFK)	\$100/hr	\$200/hr	\$100/hr
Serna	Large Conference Room (Indiana OR Washington) \$12/hr Small Community Room (Michigan OR Minnesota) \$12/hr Large Community Room (Pennsylvania OR Tennessee) \$28/hr	Large Conference Room (Indiana OR Washington) \$15/hr Small Community Room (Michigan OR Minnesota) \$20/hr Large Community Room (Pennsylvania OR Tennessee) \$30/hr	\$3/hr \$8/hr \$2/hr
Stadium	\$102/hr; \$25/hr for lights	\$150/hr; \$5/hr for lights	\$28/hr lights (\$20/hr)
Swimming Pool	\$95/hr; Energy and chemical surcharge may apply	\$100/hr; Energy and chemical surcharge may apply	\$5/hr
Theater/Auditorium (HS)	\$50/hr	\$75/hr	\$25/hr
Unimproved Field	\$16/hr	\$16/hr	\$0.00
Custodian	Regular \$27.21/hr Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends Holiday \$54.41/hr; 4 hr min	Regular Time: Teamsters Salary Range 53 Overtime: Teamsters Salary Range 53 x 1.5, 2 hr min weekdays; 4 hr min weekends Holiday: Teamsters Salary Range 53 x 2	Variable, \$7.55/hr Variable, \$11.33/hr Variable, \$15.11/hr

Late Fee

Late payment is subject to a late fee of 10% of the total permit.

Cancelation Fee

A cancelation fee of 10% of the permitted cancelations will be imposed of the cancelation is given less than 5 business days prior to the canceled days.

Permit Ending After Scheduled Time

Overtime fees for staffing and Facility rentals may be charged after an event ends if Permit holder stays beyond their permitted time.

Custodial Fee

All Permits are subject to a minimum of 1 hour Overtime to allow scheduled staff to complete assigned duties and provide basic support for permitted access. Additional OT may be charged prior to, or after the event if additional OT charges are required to support a permit. This could include travel time for custodial staff to pick up and return a key, additional setup and strike time required by a permit holders needs, or other items as deemed necessary by Civic Permits Department. See Custodial Coverage section for additional information.

Accepted Payment Types:

Payment is made via the Facilitron website. Card payments are accepted directly on the Facilitron Website and check and money order payment options can be selected and made payable to Facilitron. Payment is due in full 5 days prior to the event, and approval of a permit may be contingent on payment arrangements being made if not paid in full at the time of the permit request.

Insurance Requirements

SCUSD requires a certificate of insurance showing the policy is written on a per occurrence basis without aggregate limits. Sacramento City Unified School District must be listed as the certificate holder and as the additional insured with a copy of the endorsement attached. A copy of the certificate and endorsement must be uploaded to our Use of Facilities online system before a permit is approved. All organizations providing hosting services are required to submit insurance documentation, even if that organization is not the primary provider. **All Food vendors require insurance too, to be uploaded to Facilitron.com under the associated Permit.** User shall indemnify, defend, and hold harmless the District, its officers, employees, agents and volunteers, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the User’s performance of its obligations under this agreement or out of the operations conducted by User, except for such loss or damage arising from the sole negligence or willful misconduct of the District. In the event the district is made a party to any action, lawsuit, or other adversarial proceeding arising from User’s performance of this agreement, the User shall provide a defense to the District, or at the District’s option, reimburse the District for its costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims. All Insurance forms are reviewed and approved by Facilitron using their automated COI review program. In the event that Facilitron denies an insurance form, please comment on the Facilitron Permit and SCUSD and Facilitron will work to see if approval is possible. SEE ATTACHMENT XXX FOR A SAMPLE INSURANCE FORM (THIS FORM IS SAVED IN THE FOLDER WITH THIS DRAFT).

Each Occurrence	\$1,000,000
Damage to Rented Premises/Fire Damage	minimum \$100,000

Medical Expenses	Any coverage
Personal & Adv. Injury	Any coverage
General Aggregate	\$2,000,000
Products Comp/Op Aggregate	\$1,000,000

Custodial Coverage

Custodial coverage is required for all permits that require the unlocking of any District Facility, site, location, or restroom. At minimum, 1 custodian will be required for each 250 people expected to be in attendance for an event. For permits that include multiple types of facilities, or a large facility footprint, additional custodians may be added at the cost of the permit holder at the District’s discretion. These changes and charges will be communicated to the permit holder upon pre-approval of the permit at the site level, but last minute changes to a permit could require last minute changes to custodial staffing levels and costs. Civic Permits may work with school sites to provide Campus Monitors in lieu of security services if more than 2 custodians are needed for an event. Campus Monitors may support the oversight and security of an event, but will not provide custodial cleaning services. Campus Monitors fees are equal to Custodial Fees. At least 1 hour of overtime may be added to every permit placed, regardless of time, size, or location. Supporting a permit necessarily requires additional working hours for SCUSD staff and this added charge ensures that scheduled staff are able to provide the necessary support to a permit and complete their regularly scheduled duties. A minimum of 4 hours of Overtime will be offered to all staff that are scheduled to work a permit that occurs on a weekend. Weekdays after school staff is no longer scheduled to work their regular shifts require a minimum of 2 hours of OT. For events occurring on District holidays, scheduled or observed, OT rates increase from Overtime rates to Holiday rates. Holidays where the District is closed may require additional staff support beyond custodial coverage resulting in higher fees or multiple OT or holiday charges.

A Custodian will arrive 30 minutes prior to a permit beginning and allow the permit holder to enter the facility at the beginning of the permitted time. The Custodian will return to the permitted location to support the event end and escort the permit holder off the premises. The Custodian will stay a minimum of 30 minutes after the event has ended, resulting in at least 1 hour of OT charged beyond the expected permitted time. Due to the nature and cleanliness of an event, custodial staff may be required to stay longer than the planned 30 minutes, which will result in after-the-fact chargers being added to a permit upon the receipt of OT forms by Civic Permits Office.

Permits that require more extensive attention and cleaning support will require a custodian to make more frequent cleaning passes through a permitted area and may also require additional support staff.

Food Handling Requirements in Concession Stands/Snack Bar

Concession Stands and Snack Bar usage will be limited to the sale and disbursal of pre-packaged foods only. If a Permit Holder would like to use open flame or heated cooking techniques the Permit must request use of a site kitchen, Food Service Staff must be on site, and the Permit Holder must be invoiced and pay for any OT associated with the employee’s presence. See Fee Table p. 5 for details. Concession Stands are made available only with direct approval from Site Administrator staff.

Important Facility and Grounds Use Information

Facilities Available for Community Use

Auditoriums, multi-use rooms, eating areas of school lunchrooms, little theaters, gymnasiums, cafeteria kitchens, ball/playing fields and grounds, etc. shall be available for use by groups designated in Board Policy Sections 1330. Use is confined to the area(s) named in the approved application, with appropriate corridor and restroom facilities. School Principals retain the right to move users to other similar spaces, if necessary. The District may exclude certain school facilities from non-school use for safety or security reasons.

Access

Entry for the rental group on the day and time of scheduled use requires the presence of the user group or a designated and approved representative.

- A representative of the user group, approved by both the user group and the Facilities Department, must be present throughout the user group's entire use of the facility or grounds.
- The user group may not enter the facility or grounds before the rental is scheduled to begin. This includes but is not limited to the following purposes: catering, set-up, loading equipment or scenery, dressing room and restroom use.
 - Additional setup time is subject to longer permitted times and increased Overtime fees. District staff shall arrive 30 minutes prior to a permit, and may stay until the site is returned to its previous condition, locked and secured. This additional time is subject to fees that may be invoiced to the permit holder before OR after the event has occurred. SCUSD staff will endeavor to notify a permit holder 120 hours prior to an event date of possible additional charges, but may be unable to do so depending on the unexpected nature of cleaning times resulting from an event. Depending on the end time of an event and the cleaning required because of it, it is possible that overtime charges occur on the days following an event. These post event OT fees will be added to the permit charges as soon as is reasonably possible. Failure to pay these added fees may result in the cancelation of pending or future permits.
- If the user group must have equipment delivered or picked-up at times other than their scheduled use, arrangements must be made in advance with the Facilities Department. The user group may be billed for the time involved in the delivery/pick-up as well as for storage time. All extended storage requests must be approved by the Site and Civic Permits department. Delivery vehicles should make deliveries to the loading dock area.

Advertising (non-school affiliated organizations)

Signage and advertising is allowed to be placed on publicly available sign boards and kiosks. No signage, posters, flyers, or advertisements for any event may be posted in or on other facilities or grounds without the prior approval of the Facilities Department. If permission is granted, the user group is responsible for installing and removing the promotional materials. This approval must be noted on the approved permit.

Animals

Animals are prohibited on all District facilities and grounds except as provided below:

- Service animals accompanying a disabled person (or service animals in training) are uniformly and automatically exempted from this policy in accordance with the Americans with Disabilities Act, 28 CFR Part 35 et seq., and applicable state law.
- It is the express intention of SCUSD that this policy meets requirements of the California Vehicle Code § 21113.

Appeals Process

This process will allow the user to request a change in event category. An appeal may be submitted to the Facilities Department via Facilitron.com for review. The request shall be made via the Facilitron.com

comment system within the relevant Permit and state why you feel your category should be changed. You will be notified within ten (10) business days of SCUSD's decision.

Availability

Facilities not available for public use or rental use include, but are not limited to, computer labs and weight rooms. Events scheduled on District holidays are subject to holiday pay rates as shown on the page 5 pay schedule tables. Holiday events are not guaranteed to be approved, subject to staffing and scheduling. Cancelled Holiday events will be charged at the full rate if not canceled 7 calendar days prior to the event date. District Kitchen spaces are only available if a Central Kitchen Staff member is also present, requiring the additional charge for staff member overtime as listed on the Fee Schedules.

AV Oversight for Performing Arts Centers

AV Oversight may be required for permits in Performing Arts Centers or Auditoriums. If a Third Party contractor is being used to provide AV services, that information must be shared with the District via Facilitron. All Third Party contractors should be approved by the District and trained on the dos and don'ts with district equipment. An AV Oversight Person may be required at the permit holder's expense, if the user group wants to use District AV equipment. Oversight personnel must comply with Requested Site's recommendations for staffing.

Cafeteria Use

Use of school kitchens may be granted to eligible groups when such use will not interfere with the regular school nutrition services program. **When the kitchen area is used, a nutrition services employee must be assigned to ensure sanitation, safety, and proper operation of equipment.** This employee will act in a supervisory capacity only. The user group is responsible for preparation and cleanup. Nutrition Services staff support results in fees associated with the schedule day. (See Fee Table p. 5)

Cancellations

Please notify the Facilities Department via Facilitron.com of an event cancellation one week prior to the event. Failure to notify may result in forfeit of fees associated with the event/use.

Complaints

Any complaints regarding a permitted user's event that are directly in violation of any of the articles of the Use of School Facilities Handbook, Board Policy 1330, or Administrative Regulation 1330, may result in suspension revocation of use.

Compliments/Comments

Any compliments, comments, or concerns regarding your event may be submitted via email or telephonically to our Facilities Department.

Concession Stands

Concession stands will be made available with the approval of the site admin for that permit. Food Handling certificates are required for any hot food preparation and must be attached to the permit at least 96 hours prior to the event. A concession stand permit will be canceled if proper documentation is not submitted 96 hours in advance. Prepackaged food may still be sold with approval from the site admin 48 hours prior to the event. Unsanctioned use of concessions stands may result in future permit request denials.

Custodial and Operations Staffing

Custodial Coverage is required for any permit that requires access to a locked or closed District facility. Overtime is charged for weekend permits or permits that occur before or after custodial shifts at 1.5 times normal pay. District holidays are subject to holiday pay, which is 2 times the normal rate. This rate may also be charged when the Permitted date in question is an “observed” holiday as defined by the District Calendar. Additional staffing may also be required on observed holidays to ensure safety and security when all District staff is off duty. This can result in holiday pay charges at 2x rate for multiple employees to staff a single event. Events with custodial coverage OT on weekends or holiday require a minimum of 4 hours of permitted OT time regardless of expected event time. Weekday permits require a two-hour minimum. Unscheduled no-shows are still subject to the OT minimums.

Custodial coverage is required for the entire length of a permit and staff will not allow a Permit holder to enter a locked facility until the permitted time slot has begun. At the conclusion of a permit, all permitted parties are required to exit the locked, permitted area. Custodial staff may arrive up to 30 minutes prior to a permitted event to ensure the facility is prepared for the event. This staff time is subject to standard OT fees and any charges may be passed on to the Permit holder. Custodial coverage may also be required at the conclusion of an event, and OT charges of up to 30 minutes may be added to an event end, totaling 1 hour of non-permitted OT time being charged. These before and after event charges may be added to a permit invoice after an event has occurred and are due to Facilitron and SCUSD as a condition of the permit approval. Additional custodial coverage is required as event attendance (either expected or real) increases and is dependent on the type of event, location of event, scope of event, and necessary staff support for an event. Staffing decisions are the discretion of the District but will be relayed to the Permit holder at the time of permit approval, however the District reserves the right to increase custodial coverage at least 96 hours prior to an event, excepting adjustments made during or after an event has occurred. Billing for OT will occur after the event has been completed, at which point a follow-up invoice may be generated. The larger the event attendance and scope, the larger the necessary staffing requirements become. Staffing decisions will be made by Civic Permits in consultation with Site staff and Operations Management.

Operations Staff are expected to arrive 30 minutes prior to an event. Operation Staff will prepare the grounds and facility for outside use, ensure safe ingress and egress, unlock the facility at the permitted time, clean the facility as needed, lock the facility at the end of an event, and return the facility to its previous state after an event has occurred. An event that requires additional staff management may be subject to additional staffing charges and will be relayed 96 hours prior to an event.

Damages

Applicant will be financially liable for any damage or loss of equipment during facilities or grounds usage as deemed by District. All labor needed to fix or reverse damage will be charged to the user group at cost plus 15%.

Decorations

Any decorating, covering up, or changes to the facility or grounds shall be approved prior to the event. Installation and removal of decorations shall be the sole responsibility of the user.

- All decorations must be flameproof or fire retardant and may not be hung from light fixtures, ceilings, heat detectors, emergency lights, exit signs, acoustical ceiling tiles or applied to the floor.
- The use of cellophane, all tapes, nails, staples, screws, and similar materials is not allowed on walls, ceilings, theater seats, furniture, or floors. Insufficient removal of any items will result in additional cleaning charges.
- All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floors, tables, or block fire exits.
- Rice, birdseed, confetti, hay bales, glitter, and similar items are not permitted on any SCUSD facilities or grounds, or surrounding sidewalks and parking lots.

Emergency (district 24-hour phone number)

In the event of an active fire, intruder, or similar emergency dial 911. In the event of a facilities related emergency The District has a 24-hour security phone number: 916-643-7444.

Employees

Individuals not working in their capacity as a SCUSD employee who wish to rent SCUSD facilities must go through the normal use permit process. The Fee Table is applicable to the potential user requesting the facility and classification is based on the organization the employee represents, and is not impacted by their employment with SCUSD.

Equipment

No structures may be erected (including tents) or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon. Renters are not able to leave, for extended periods, props, structures, wardrobe, or other large, theatrical equipment in or around the permitted area.

Field Use

User groups who use outside facilities or grounds shall have the option of using SCUSD restroom facilities or renting portable toilets if and only if the field is otherwise accessible, open, and unlocked for public use.

- If rental is for a period in excess of three hours, the user group will be required to pay for the use of restroom facilities or portable toilets.
- If choosing to use SCUSD restroom facilities, custodial staff must be added to a permit and the necessary OT charges would apply.
- If the user group chooses to rent Portable toilets, the user group assumes full responsibility for said portable toilets.
- Portable Toilet locations must be approved by District Staff.
- The user group must show proof of Portable toilets rental to the site administrator and Facilities Department at least one working day prior to the event.
- The user group must also inform custodial of the delivery and removal dates for the Portable toilets.
- The user group must secure the Portable toilets to the greatest extent possible. This includes adding a padlock and chaining to the fence to avoid tipping.
- If a permit is not required to add toileting facilities to a permit, but District staff determines that toilet facilities have been needed during the permitted time, SCUSD and Civic Permits reserves the right to require toilet facilities be included in future dates for said permit and organization as needed.

Fireworks

Fireworks sales, displays or use are strictly prohibited on school grounds.

Fire Safety

At no time may the maximum occupancy of a rented space be exceeded. The use of smoke machines, fog, haze, etc. is not allowed on any facility since the use of such items interferes with the building's fire detection system. All scenery, props and draperies must be flame-proofed before installation. The use of any pyrotechnics or open flame at any time is strictly prohibited on SCUSD properties. All grills or similar items must be at least 20 feet away from any structure. Items are not allowed to be hung on exterior doors to prevent fire code violations.

Fog Machines

Fog Machines are not permitted for use during an indoor event.

Gambling

Gambling on the premises is prohibited. Gambling shall be defined as any game of skill, chance, or raffle played with cards or any other device for money or any other representative item of value.

HVAC, Outdoor Lighting, and Audio Visual Support

If an event requires HVAC, field lighting or Audio Visual settings at a site that is not remotely controlled, OT and staffing charges may apply as listed on the rate sheets starting on page 5.

Key Control

Key control is mandatory. Under no circumstances is a non-SCUSD individual or a student authorized to be in **possession** of keys to SCUSD facilities or grounds unless authorized. Control of keys shall remain in sole care, custody and control of approved individuals. Grand master keys must be secured to the greatest extent possible and never loaned to students or non-SCUSD individuals. If keys on loan are lost, it is the user group's responsibility to pay to re-key the entire facility (\$10,000.00). District Staff with access to keys must abide by all key control rules. Possession of keys by District Staff does not grant District Staff access to facilities that would otherwise require Facilitron Permits. Failing to complete a Facilitron Permit could result in revocation of key control outside of District events. Gate Keys can be checked out at the Facilities office for a period determined by Facilities for events that do not require District staff coverage.

If an event that requires custodial coverage requires Civic Permits to find a substitute custodian to work that event, Civic Permits will charge one (1) additional hour of Overtime to that permit to allow for substitute staff to retrieve and return a key to access the permitted site.

Live Music

Live music must comply with all City and County noise regulations. If an event is to feature outdoor, amplified music a noise permit is required and must be uploaded to Facilitron.com. The physical permit must be present at all times during the event. Evening volume curfews must also be followed. Indoor music must not be played at a volume that would require a noise permit.

Permit Must Be On-Hand During Event

If approved, the user must have access to their digital Permit or have a printed copy on hand at all times during the event.

Pool Use

A certified Lifeguard is required and must be added to our Use of Facilities online permit system prior to usage. And that Lifeguard must be present for the entirety of the permitted event. Pool use outside of traditional pool use seasons may require pool heating charges. (See Fee Table)

Priority

SCUSD reserves the right to change requested dates/times at any time when that use will interfere with regular school programs/activities. District Maintenance Department is also able to change or cancel requests due to expected or unexpected service maintenance and will notify Permit holders at least 5 business days in advance. SCUSD will work with Permit holders to find alternative facilities. SCUSD reserves the right to cancel any

permit due to emergency maintenance at any time and cannot necessarily provide alternative venues under these circumstances. A full refund will be provided under these events.

Prohibited Activities

- a) Any use by any individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means. (Education Code 38135)
- b) Advertising on school grounds or in a school building by a permit holder;
- c) The operation of any motor driven vehicle on school premises for purposes other than parking. This includes small powered carts, minibikes, and motorbikes;
- d) Gas powered model airplanes or powered rockets;
- e) Hitting golf balls on school premises;
- f) Hardball baseball shall be authorized only on those school grounds where regulation baseball diamonds are provided;
- g) Horseback riding on school premises;
- h) Overnight usage of any district facilities for any purpose;
- i) Yard sales (other than PTA);
- j) Teen/social dances (other than school or PTA);
- k) Fundraising campaigns, bingo, raffles, or games of chance (except as permitted by board policy or special board action);
- l) indoor soccer practice or games;
- m) Rap, rock, or pop concerts;
- n) Baton twirling activities;
- o) Private parties of any type, i.e., class reunions, birthday parties, wedding receptions, etc.

Repairs

For repairs, email what isn't working or needs repair to CivicPermitOffice@scusd.edu, in the message include site, location, and pictures if you have them.

If any Facility is broken damaged during a permit, repair costs may be invoiced to the permit holder.

Revocation of Permit

Any violations of law, SCUSD policy and/or procedure will result in the immediate revocation of the use permit and removal of the user group from SCUSD property.

- Applications will also be denied if history of use by an organization has resulted in: Violation of Board Policy, consistent lack of supervision, Inconvenience for school use, adverse behavior, damage to property, non-payment of fees.
- District Staff will document any violations and will periodically review an organization's rental history prior to approving permits. This documentation is shared throughout the entire Facilitron network and organizations flagged by Facilitron partners may be subject to revocation or cancelation of permits based on this documentation. The user group shall be responsible for the orderly conduct of all persons using the facility or grounds during the event. SCUSD reserves the right to remove, or have removed, any person behaving in an unlawful, disrespectful, or objectionable manner. Fights, vandalism, or destructive behavior on the part of any member of a user group or its audience will be grounds for immediate cancelation of the event and all future events by the user group. In this case, all fees will be forfeited.
- Glass Bottles are not permitted for consumption
- Smoking or vaping of tobacco or cannabis products, consumption of alcoholic beverages, sale or illegal use of drugs, and use of weapons, including knives, firearms, or explosives are not permitted on District property.
 - However, when the event is covered by a special events permit pursuant to Division 9 of the Business and Professions Code and will occur at a time when students are generally not on the

school grounds, the Superintendent or designee may approve the use of district facilities that are not currently utilized for public school instruction for special events that may involve the acquisition, possession, use, or consumption of alcoholic beverages. (Business and Professions Code 25608.) A copy of the event permit shall be provided to the District prior to the event.

School Equipment

A use permit does not authorize the use of SCUSD, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the school administrator. SCUSD recommends “checking in and out” equipment with the site representative to ensure equipment is in working order before and after the event. Certain equipment may be available through the Facilities Department and the costs associated with that equipment rental will be available at the time the permit is placed.

SCUSD Representative

SCUSD personnel shall be assigned to a user group commensurate with the type of permit category, hours of operation and use of District facilities and grounds.

Supplies

Bathroom, kitchen, and other facilities may have associated costs for supply usage such as toiletries. These costs will be added to the permit at the time of the permit request and is subject to change depending on the permitted space and event participation.

Pre-Event Setup

All setup prior to an event must be covered by the permitted time and are subject to all applicable fees.

Security

Security or additional oversight may required for any event Facilities determines might require it. Security can be provided by the Permit holder, but a Permit holder can request District staff be used as security at standard OT rates upon availability. Additional security can and will be required as event attendance increases and is subject to District mandates. Billing for OT will occur after the event has been completed but staffing numbers and expected overtime costs will be communicated with the permit holder at least 96 hours prior to an event.

Security for large events must be licensed by the State of California. That license must be provided by Permit Holder via the Facilitron Website prior to an event.

Use of SCUSD Operated Stadiums

All stadium events are subject to SCUSD’s approval. Potential user groups may use the track when such use does not impair the condition for student use, does not conflict with use by schools of SCUSD and is consistent with SCUSD’s stadium guidelines outlined in Administrative Regulation 3513. Vehicles of all types, except authorized vehicles, are prohibited from using the track at any time.

Waiver of Rental Fees

Rental Fees can only be waived by the Facilities Department. Site Supervisor, Custodial, Nutrition Service, and utilities fees still apply.

Performing Arts and Gym Rental Policies and Procedures

Theater and Gym Rental Rates:

See Fee Table p. 5

IMPORTANT NOTE:

The AV Oversight Person is not allowed to touch/alter equipment or assist the renting group with any technical issues except in the case of an emergency. This role requires minimal technical expertise, which allows for anyone in our district to be appointed to AV Oversight. These staff members are required to go to trainings where they learn basic AV Oversight information, such as how to properly turn equipment on/off and ensure that everything is running smoothly. This position exists to protect our equipment from being mishandled- not as a technician who operates equipment at a high level.

*** 3-Hour Minimum Required, Per Day**

Performing Arts Center Support Staff

Events that require the use of highly technical AV equipment may require a trained professional to support that event. This oversight may be provided by site staff, trained district staff, or contracted third parties. All support staff charges are the responsibility of the permit holder. Contracting with third parties to provide support must be done by the permit holder, though Civic Permits may be able to provide a list of names for availability. Inability to schedule PAC Support Staff will result in either the cancelation of a permit, or restrictions on equipment use.

Equipment Rental:

When available the District will provide a reasonable number of tables and chairs. Table and chair setup could result in increased Custodial OT fees.

	Classification A and B	Classification C and D
Chairs - Per Item, Per Day	\$0.25	\$1.00
Tables - Per Item, Per Day	\$2.00?	\$5.00?
AV Equipment - Per Item, Per Day	\$25.00?	\$50.00?

Note: a \$50.00 refundable deposit is required for AV equipment rental and can be paid via voidable check.

Available AV items include PA system with up to 4 microphones, projector, and screen and are subject to availability.

Theater and Gym Rules

IMPORTANT INFORMATION

It is the responsibility of the user to ensure a safe environment by following and enforcing SCUSD theater rules. These facilities are used as learning centers, equipment is used as a tool for learning and the theater is used throughout the year for student education.

General Safety

- No running is permitted in the theater or the theater lobby.
- No feet are permitted on the theater chairs.
- No sitting on tables or counters.
- No leaning against or standing on handrails.

Fire Safety

- At no time may the maximum seating occupancy in any District space be exceeded. See attached Seating Capacity Numbers
- The user group will not obstruct or restrict the use of any doors, exits, hallways or aisles in the facility.

Facility Use

- Food and beverages are not permitted in Theaters or Gyms. No food or beverage is permitted in the audience seating area or on the stage. Bottled water is allowed at the school's discretion.
- Receptions involving the serving of food and drink prior to or following events require approval from the Facilities Department and must be arranged in advance. Additional charges will apply if additional cleaning is required. Food and Drinks are not allowed in the gym, theater, or reception and lobby areas.
- Balloons or signs are not allowed in the seating area.
- Glitter, confetti, fog machines, or similar items are not permitted in Performing Arts Centers, theaters, or auditoriums. Site staff has the discretion to limit or exclude the use of items not listed at their discretion.
- SCUSD retains the right to all concessions within its facilities and grounds. If a user group is granted permission to sell concessions or merchandise the following rules and restrictions will apply:

Coordination

- The user group or its designated representative must coordinate the needs of all aspects of the user group's event with the Facilities Department.
- To ensure protection of all in-house equipment and the professional presentation of events, all user groups are required to utilize the theater technical staff for their events, at the rates outlined in the Theater Rental Rates. Only District staff, or assigned personnel, are authorized to access technical equipment.
- No changes or modifications to the fixed equipment or facilities may be made, nor may any equipment be removed from the theater or altered. Any structural or electrical changes may be made only by theater staff with the Facilities Department's approval and only by qualified staff or licensed contractors. All labor needed to make such changes and reverse them will be charged to the user group at the technical staff rate or, in the case of an outside contractor, cost plus 15%.
- All scenic units, props, and electrical equipment, etc. provided by the user group are subject to a safety inspection by the Facilities Department or its designated representative. SCUSD reserves the right to prohibit the use of any scenery, property, or equipment that is deemed to be unsafe. Equipment judged to be unsafe must be brought up to minimum standards or be removed from the premises.
- The theater facility will not be used for long-term storage of sets, props or costumes. Run-of-event storage will be provided as available and by prior arrangement with the Facilities Department. Items left in the facility after the rental becomes the property of SCUSD unless previous arrangements have been made with the Facilities Department. SCUSD assumes no responsibility for stored or abandoned property or materials at any time. The user group will be responsible for any costs associated with the removal and/or disposal of abandoned property or materials.
- No user group or member is permitted in the theater control booth without the permission of theater staff.
- For reasons of safety, no one with the user group under the age of 18 years may be onstage without adult supervision. User groups with large numbers of children must maintain a minimum ratio of one adult for every ten children on the stage. If a minor's presence is not immediately required on the stage for rehearsal or performance, they should be waiting in the green room or dressing rooms and not on the stage.

Important Reminders

It is the responsibility of the facility or grounds user to be familiar with board policy and administrative regulation for facility use and the articles of this handbook. SCUSD sites may not allow use of their facilities or grounds without an APPROVED permit. User groups are not authorized to use the facilities or grounds without an APPROVED permit. All use requests must be processed through SCUSD’s Facilitron Civic Permits website. www.facilitron.com. Facilities cannot be reserved via school site.

If you have any questions or need clarification, please contact the Facilities Department at 916-395-3970 or email @ CivicPermitOffice@scusd.edu

Review of the Use of Facilities Policy

The Use of School Facilities and Grounds handbook is reviewed periodically by SCUSD Facilities Staff.



Classification A

Activities of District sponsored non-profit organizations, clubs, associations or other groups whose primary focus is the promotion of youth and school activities, including (but not limited to): curricular and extra-curricular student activities, District sponsored and organized after school programs, Associated Student Bodies (ASB), Parent Teacher Associations (PTA) or other recognized parent groups such as Parent Teacher Organizations (PTOs) and Parent Teacher Student Organizations (PTSOs), staff unions/groups, local recreation groups and leagues, scouting groups and 4-H where all youth reside in the District.

Use of a facility that occurs during off hours/weekends/holidays will be charged for district employees (custodians, cafeteria workers, etc.) per hour with a two-hour minimum during weekdays, four hour minimum during weekends and holidays.

Events occurring on weekends, holidays, or after custodial shifts become Class "B".

<i>Item</i>	<i>Current Fee</i>	<i>Proposed Fee</i>	<i>Change</i>
Application Fee	\$10.00	\$10.00	\$0.00
Cafeteria/Multipurpose	\$0.00	\$0.00	\$0.00
Classroom	\$0.00	\$0.00	\$0.00
Gym	\$0.00	\$0.00	\$0.00
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	\$0.00	\$0.00	\$0.00
Kitchen	Food Service Asst – OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	Variable, currently \$7.14/hr
Library	\$0.00	\$0.00	\$0.00
Locker Room(s)	\$0.00	\$0.00	\$0.00
Parking Lot	\$0.00	\$0.00	\$0.00
Rest Room(s)	\$1.00/hour	\$1.00/hour	\$0.00
Performing Art Center (HS) (Rosemont & JFK)	\$0.00	\$0.00	\$0.00
Serna	\$0.00	\$0.00	\$0.00
Stadium	Lighting Charges, \$5.00/hour	Lighting Charges, \$5.00/hour	\$0.00
Swimming Pool	No Charge: Energy and chemical surcharge may apply	No Charge: Energy and chemical surcharge may apply	\$0.00
Theater/Auditorium	\$0.00	\$0.00	\$0.00
Unimproved Field	\$0.00	\$0.00	\$0.00
Custodian	Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends	Overtime: Teamsters Salary Range 53 x 1.5	Variable, currently \$11.33/hr

Classification B

Activities of non-profit organization residing in the District whose primary focus is the promotion of youth groups having a residency requirement, local senior citizen groups, non-district sponsored recreation groups and leagues that do not require try-outs for participation, neighborhood groups, and local homeowners associations. The net receipts of admission fees, membership fees or donations collected by these groups must be expended for the welfare of the youth within the District Boundary.

<i>Item</i>	<i>Current Fee</i>	<i>Proposed Fee</i>	<i>Change</i>
Application Fee	\$10.00	\$10.00	\$0.00
Cafeteria/Multipurpose	ES \$10/hr MS/HS \$20/hr	ES \$10/hr MS/HS \$20/hr	\$0.00 \$0.00
Classroom	\$0.00	No Charge	\$0.00
Gym	Small MS \$10/day Small HS \$20/day Large MS/HS \$20/day	Small MS \$10/day Small HS \$20/day Large MS/HS \$20/day	\$0.00 \$0.00 \$0.00
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	ES/MS \$10/week HS \$10/week HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$100/day; \$25/hr for lights	ES/MS \$10/week HS \$10/week HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$100/day; \$25/hr for lights	\$0.00 \$0.00 \$0.00
Kitchen	ES \$2.50/hr MS/HS \$6/hr Food Service Asst – Regular \$20.20/hr; OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	ES \$2.50/hr MS/HS \$6/hr OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	\$0.00 \$0.00 Variable, currently \$7.14/hr
Library	ES \$5/hr MS \$10/hr HS \$12.50/hr	ES \$5/hr MS \$10/hr HS \$12.50/hr	\$0.00 \$0.00 \$0.00
Locker Room(s)	MS \$5/hr HS \$10/hr	MS \$5/hr HS \$10/hr	\$0.00 \$0.00
Parking Lot	\$3.00/hr	\$0.50/hr	(\$2.5/hr)
Rest Room(s)	\$0.00	\$3/hr	\$3/hr
Performing Art Center (HS) (Rosemont, CKM & JFK)	\$25/hr	\$25/hr	\$0.00
Serna	Large Conference Room (Indiana OR Washington) \$5/hr Small Community Room (Michigan OR Minnesota) \$5/hr Large Community Room (Pennsylvania OR Tennessee) \$11/hr	Large Conference Room (Indiana OR Washington) \$5/hr Small Community Room (Michigan OR Minnesota) \$5/hr Large Community Room (Pennsylvania OR Tennessee) \$11/hr	\$0.00 \$0.00 \$0.00
Stadium	\$200/day; \$25/hr for lights	\$200/day; \$25/hr for lights	\$0.00
Swimming Pool	\$38/hr; Energy and chemical surcharge may apply	\$38/hr; Energy and chemical surcharge may apply	\$0.00
Theater/Auditorium (HS)	\$10/hr	\$10/hr	\$0.00
Unimproved Field	\$25/month per school	\$25/month per school	\$0.00
Custodian	Regular \$27.21/hr Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends Holiday \$54.41/hr; 4 hr min	Regular Time: Teamsters Salary Range 53 Overtime: Teamsters Salary Range 53 x 1.5, 2 hr min weekdays; 4 hr min weekends Holiday: Teamsters Salary Range 53 x 2	Variable, \$7.55/hr Variable, \$11.33/hr Variable, \$15.11/hr

Classification C

Activities of non-profit organization whose primary focus is serving the general public including (but not limited to) civic and service groups (Kiwanis, Rotary, Elks, Moose, Lion, etc.), chambers of commerce, youth organizations without a residency requirement (including youth sports with skill based try-outs), non-profit supplemental educational services providers, and religious services.

Item	Current Fee	Proposed Fee	Change
Application Fee	\$20	\$20	
Cafeteria/Multipurpose	ES \$15/hr; MS \$20/hr HS \$20/hr	ES \$25/hr; MS \$40/hr HS \$50/hr	\$10/hr \$20/hr \$30/hr
Classroom	\$5/hr	\$7/hr	\$2/hr
Gym	Small MS \$20/hr Small HS Large MS \$25/hr Comprehensive HS \$30/hr	Small MS \$40/hr Small HS Large MS \$50/hr Comprehensive HS \$70/hr	\$20/hr \$25/hr \$40/hr
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	ES/MS \$10/hr HS \$10/hr HS Track & Field \$30/hr \$25/hr for lights	ES/MS \$25/hr HS \$35/hr HS Track & Field \$90/hr \$5/hr for lights	\$15/hr \$25/hr \$60/hr lights (\$20/hr)
Kitchen	ES \$5/hr MS/HS \$12/hr Food Service Asst – Regular \$20.20/hr; OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	ES/MS \$6/hr HS \$15/hr OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	\$1/hr \$3/hr Variable, currently \$7.14/hr
Library	ES \$10/hr MS \$15/hr HS \$25/hr	ES \$12/hr MS \$16/hr HS \$38/hr	\$2/hr \$1/hr \$13/hr
Locker Room(s)	MS \$10/hr HS \$25/hr	MS \$20/hr HS \$35/hr	\$10/hr \$10/hr
Parking Lot	\$5/hr	\$3/hr	(\$2/hr)
Rest Room(s)	0	\$3/hr	\$3/hr
Performing Art Center (HS) (Rosemont, CKM & JFK)	\$50/hr	\$90/hr	\$40/hr
Serna	Large Conference Room (Indiana OR Washington) \$5/hr Small Community Room (Michigan OR Minnesota) \$10/hr Large Community Room (Pennsylvania OR Tennessee) \$20/hr	Large Conference Room (Indiana OR Washington) \$12/hr Small Community Room (Michigan OR Minnesota) \$14/hr Large Community Room (Pennsylvania OR Tennessee) \$18/hr	\$7/hr \$4/hr (\$2/hr)
Stadium	\$60/hr; \$25/hr for lights	\$100/hr; \$5/hr for lights	\$40/hr lights (\$20/hr)
Swimming Pool	\$70/hr; Energy and chemical surcharge may apply	\$70/hr; Energy and chemical surcharge may apply	0
Theater/Auditorium (HS)	\$20/hr	\$50/hr	\$30/hr
Unimproved Field	\$5/hr	\$10/hr	\$5/hr
Custodian	Regular \$27.21/hr Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends Holiday \$54.41/hr; 4 hr min	Regular Time: Teamsters Salary Range 53 Overtime: Teamsters Salary Range 53 x 1.5, 2 hr min weekdays; 4 hr min weekends Holiday: Teamsters Salary Range 53 x 2	Variable, \$7.55/hr Variable, \$11.33/hr Variable, \$15.11/hr

Classification D

Commercial use shall apply to those organizations or individuals requesting to use school facilities for conducting any type of commercial business or function including for profit businesses, for profit organizations, and for profit supplemental educational services providers. It shall be considered commercial if the publicity and/or advertising would benefit a particular person or concern in a commercial way. This includes: Organizations/groups where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the youth of the District or for charitable purposes, a charge shall be made for the use of school facilities or grounds, in accordance with the fees schedule.

<i>Item</i>	<i>Current Fee</i>	<i>Proposed Fee</i>	<i>Change</i>
Application Fee	\$25.00	\$25.00	\$0.00
Cafeteria/Multipurpose	ES \$25/hr MS/HS \$50/hr	ES \$30/hr MS/HS \$60/hr	\$5/hr \$10/hr
Classroom	\$10/hr	\$15/hr	\$5/hr
Gym	Small MS \$33 Small HS \$77 Large MS/HS \$136	Small MS \$50 Small HS \$75 Large MS/HS \$136	\$17/hr (\$2/hr) \$0.00
Improved Field (Baseball/Softball Diamonds; Tennis Courts; Football Goal Posts)	ES/MS \$16/hr HS \$30/hr HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$98/hr; \$25/hr for lights	ES/MS \$30/hr HS \$40/hr HS Track & Field (CKM, Hiram Johnson, JFK, Sacramento) \$100/hr; \$5/hr for lights	\$14/hr \$10/hr \$2/hr lights (\$20/hr)
Kitchen	ES/MS \$11/hr HS \$30/hr Food Service Assistant – Regular \$20.20/hr; OT \$30.30/hr 4 hr min for weekends; Holiday \$40.40/hr 4 hr min	ES/MS \$15/hr HS \$20/hr OT: SEIU Range 39 Step 5 x 1.5; Holiday: SEIU Range 39 Step 5 x 2	\$4/hr (\$10/hr) Variable, currently \$7.14/hr
Library	. MS \$37/hr HS \$62/hr	ES \$25/hr MS \$37/hr HS \$62/hr	\$25/hr \$0.00 \$0.00
Locker Room(s)	MS \$40/hr HS \$83/hr	MS \$25/hr HS \$40/hr	(\$15/hr) (\$43/hr)
Parking Lot	\$9/hr	\$10/hr	\$1/hr
Rest Room(s)	\$0.00	\$5/hr	\$5/hr
Performing Art Center (HS) (Rosemont, CKM & JFK)	\$100/hr	\$200/hr	\$100/hr
Serna	Large Conference Room (Indiana OR Washington) \$12/hr Small Community Room (Michigan OR Minnesota) \$12/hr Large Community Room (Pennsylvania OR Tennessee) \$28/hr	Large Conference Room (Indiana OR Washington) \$15/hr Small Community Room (Michigan OR Minnesota) \$20/hr Large Community Room (Pennsylvania OR Tennessee) \$30/hr	\$3/hr \$8/hr \$2/hr
Stadium	\$102/hr; \$25/hr for lights	\$150/hr; \$5/hr for lights	\$28/hr lights (\$20/hr)
Swimming Pool	\$95/hr; Energy and chemical surcharge may apply	\$100/hr; Energy and chemical surcharge may apply	\$5/hr
Theater/Auditorium (HS)	\$50/hr	\$75/hr	\$25/hr
Unimproved Field	\$16/hr	\$16/hr	\$0.00
Custodian	Regular \$27.21/hr Overtime \$40.81/hr; 2 hr minimum for weekdays 4 hr min for weekends Holiday \$54.41/hr; 4 hr min	Regular Time: Teamsters Salary Range 53 Overtime: Teamsters Salary Range 53 x 1.5, 2 hr min weekdays; 4 hr min weekends Holiday: Teamsters Salary Range 53 x 2	Variable, \$7.55/hr Variable, \$11.33/hr Variable, \$15.11/hr



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: October 3, 2024

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Nutrition Services
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CHARLES A. JONES SKILLS CENTER</u>		
California Department of Education A24-00170	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$151,708 No Match
Period: 7/1/24 – 6/30/25 Description: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231 and Section 243.		
<u>CHARLES A. JONES SKILLS CENTER</u>		
SETA A23-00082-3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$664,750 No Match
Period: 7/1/24 – 6/30/25 Description: Subgrant Modification of Extended Service Provider Workforce Innovation and Opportunity Act (WOIA); Year 3.		
<u>STUDENT SUPPORT & HEALTH DEPARTMENT</u>		
Shriners Hospitals for Children A24-00173	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 7/1/24 – 6/30/25 Description: MOU for eligible school age children, while hospitalized, are in need of instructional services in accordance with California Ed. Code 48206 and SCUSD Board Policy.		
<u>STUDENT SUPPORT & HEALTH DEPARTMENT</u>		
UC Davis Children’s Hospital A24-00174	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/24 – 6/30/25 Description: Amendment No. 2. Furnish a credentialed teacher for school-aged, hospitalized, pediatric patients at UC Davis Children’s Hospital, in a classroom-type setting or at bedside.		
<u>SPECIAL EDUCATION DEPARTMENT</u>		
Compliance and Improvement Monitoring at California Dept of Education A24-00175	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/22 – 6/30/26 Description: Progress Reports for 2023-2024 School Year and 2022 Quarterly Progress and Expenditure Report.		
<u>SPECIAL EDUCATION DEPARTMENT</u>		
State Controller’s Office A24-00176	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$272,005 No Match
Period: 7/1/22 – 6/30/23 Description: Final Expenditure and Indirect Cost Reports for the Federal Preschool Grant..		

<u>SPECIAL EDUCATION DEPARTMENT</u>		
State Controller's Office A24-00177	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$9,572,361 No Match
Period: 7/1/22 – 6/30/23 Description: Final Expenditure and Indirect Cost Reports for the Local Assistance Entitlements Grant..		

<u>STUDENT SUPPORT AND HEALTH DEPARTMENT</u>		
MHO Medical Services, Inc. A24-00172	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 8/1/24 – 7/31/25 Description: Provide free vaccinations to SCUSD staff and families.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

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

Nonpublic Agency Providers	7/1/24 – 6/30/25: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2024-2025 school year. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.	\$1,302,768 Special Education Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Non-Public Agency Contracts:	
	S25-00012/ SA25-00060 Capital Kids Occupational Therapy	\$1,920
	S25-00018/ SA25-00067 Laguna Physical Therapy	\$22,800
	S25-00021/ SA25-00068 Laguna Physical Therapy	\$2,000
	SA25-00073 S25-00020/ Learning Solutions Kids Inc.	\$1,274,400
	SA25-00202 Northern California Children's	\$1,648

RECOMMENDED BID AWARDS – NUTRITION SERVICES

Bid No. Nutrition Services 24-25810B Direct Grocery

Bids Received: August 23, 2024

Recommendation: See Award Schedule Below

Funding: Child Nutrition

This RFP was lawfully advertised on July 26th and July 29th, 2024. This is a one year bid with the option of two, one-year extensions. Purchasing Services recommends the listed vendors as the most responsive bidders meeting specifications. This is a line item bid. Items awarded are in line with California Government Code and Child Nutrition Reauthorization Act.

BIDDER	AWARDED LINE ITEMS	AMOUNT
Bimbo Bakeries	1,2,3,4	\$212,042
Peterson Farms	5,6,7,8,9,10	\$589,713
Bolthouse	11	\$140,760
HMC Farms	12, 13	\$273,128
Dole	14	\$15,160
National Food Group	15,16,17,18,19	\$183,495
Don Lee Farms	20,37,38	\$726,180
Suncup	31,32,33,34	\$387,050
Buena Vista	35	\$64,800
Classic Delight	36	\$58,710
Mi Rancho	42, 44	\$67,261
La Tapatilla	43	\$70,800
Savory Life	45	\$216,756
Wawona Frozen Foods	46, 47	\$132,153
Sunny Fresh	48	\$14,366
Millers	51	\$85,000
Con Agra	56	\$33,540
Gold Star	54, 55	\$158,054
Land O Lakes	57,58,59,60,61,62	\$90,750
Foster Farms	63	\$59,535

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0265-461-1 Oak Ridge ES New Furniture

Bids received: 10:00 am, September 16, 2024

Recommendation: Award to Campbell Keller

Funding Source:

BIDDER	BIDDER LOCATION	AMOUNT
Campbell Keller	Sacramento CA	\$946,395

Bid No: 460-1 Cesar Chavez / Edward Kemble New Furniture

Bids received: 11:00 am, September 20, 2024

Recommendation: Award to One Workplace L. Ferrari, LLC

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
One Workplace L. Ferrari LLC	Santa Clara CA	\$1,119,219
Campbell Keller	Sacramento CA	\$1,262,915

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Ethel Phillips Campus Renewal

Recommendation: HMC Architects was awarded architectural services at the May 16, 2024 Board of Education Meeting; Measure H Funds. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, and parking lot upgrades.

Original Contract Amount: \$1,428,000; Measure H Funds

Approve Amendment No. 1 \$80,376; Measure H Funds. District is requesting additional architectural design services to develop PC fabrication drawings for the modular buildings to be submitted for permit(s) and structural engineering services on the PC drawings for permit(s).

New Contract Amount: \$1,508,376; Measure H Funds

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824-4528				CDE GRANT NUMBER			
				FY 24	PCA Multiple	Vendor Number 67439	Suffix
Attention Susan Lytle Gilmore, Director				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office A. Warren McClaskey Adult Center and Charles A. Jones				Resource Code Multiple	Revenue Object Code 8290	34	
Telephone 916-395-5788				INDEX		615	
Name of Grant Program Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243				INDEX		615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$151,708		\$151,708		July 1, 2024	June 30, 2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.002A	V002A240005	Adult Education and Family Literacy Act			U.S. Department of Education		
I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program.							
This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
Adult Education Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901							
Please contact your Fiscal Analyst by email if you have any questions.							
California Department of Education Contact Charlie Brenneman				Job Title Fiscal Analyst			
E-mail Address cbrenneman@cde.ca.gov				Telephone 916-323-5635			
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tony Thurmond</i>				Date July 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer			
E-mail Address janea-marking@scusd.edu				Telephone (916) 643-9055			
Signature ▶ 				Date 09/23/2024			

Grant Award Notification (Continued)						
SECTION 225						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	38	3940	13971	0	\$433	\$0
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	38	3940	13971	0	\$612	\$0
Subsidy	38	3940	13971			\$0
SECTION 225 TOTAL						\$0

SECTION 231						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	39	3905	14508	174	\$433	\$75,342
Positive Outcomes in Employment and Earnings (ABE and ELA)	39	3905	14508	122	\$22	\$2,684
One-Time Funding for Exit Reporting in Employment and Earnings (ABE and ELA)	39	3905	14508	360	\$132	\$47,520
English Literacy and Civics Education (ELCE) • Citizenship Preparation • Civic Participation	39	3905	14508	182	\$108	\$19,656
IELCE with Integrated Education and Training (IET) points moved to Section 231	39	3905	14508	0	\$470	\$0
Subsidy	39	3905	14508			\$0
Section 231, Resource 3905 Subtotal	39	3905	14508			\$145,202

Grant Award Notification (Continued)						
SECTION 231 (Continued)						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	41	3913	13978	7	\$612	\$4,284
Positive Outcomes in Employment and Earnings (ASE)	41	3913	13978	5	\$22	\$110
One-Time Funding for Exit Reporting in Employment and Earnings (ASE)	41	3913	13978	16	\$132	\$2,112
Subsidy	41	3913	13978			\$0
Section 231, Resource 3913 Subtotal	41	3913	13978			\$6,506
SECTION 231 TOTAL						\$151,708

SECTION 243						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Integrated English Literacy and Civics Education (IELCE)	42	3926	14109	0	\$108	\$0
IELCE with Integrated Education and Training (IET)	42	3926	14109	0	\$470	\$0
Subsidy	42	3926	14109			\$0
SECTION 243 TOTAL						\$0
TOTAL GRANT						\$151,708

*Payment point totals for all program focus areas reflect payment points earned in fiscal year 2022–23. Payment points for newly awarded agencies or previously funded agencies applying for new program areas reflect adjusted projected enrollment multiplied by the state aggregated average of students achieving payment points.

Sacramento Employment and Training Agency SERVICE PROVIDER SUBGRANT under the Workforce Innovation and Opportunity Act		SUBGRANT NUMBER	
		074201SWCS	
1. SUBGRANTEE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		Basic & Individualized Career Services	
3. AWARD AMOUNT:	\$664,750.00 Adult	4. CAT. NO./CFDA:	17.258 Adult
5. SUBGRANT TERM:	7/1/2024 through 6/30/2025	6. DUNS #:	060697109
7. MAXIMUM ANNUAL EXTENSIONS:	Three (3)		
8. TERMS AND CONDITIONS:			
<p>This Service Provider Subgrant is between the Sacramento Employment and Training Agency (SETA) and Subgrantee. The parties agree to comply with all terms and conditions of this Subgrant, 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 Subgrantee-specific terms and conditions that apply only to Subgrantee's performance of this Subgrant; Exhibits 5 through 13 contain general SETA terms, conditions and requirements that apply to any subgrantees' performance of a subgrant agreement, including this Subgrant.</p>			
<ul style="list-style-type: none"> Exhibit 1 - Resolution Authorizing Execution of WIOA Service Provider Subgrant from the Sacramento Employment and Training Agency Exhibit 2 - Program Performance Overview Exhibit 3 - Program Budget and Cost Allocation Plan Exhibit 4 - Special Conditions Exhibit 5 - WIOA Assurances and Certifications Exhibit 6 - Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures Exhibit 7 - Policy on Advances Exhibit 8 - Intellectual Property Provisions Exhibit 9 - Insurance Requirements Exhibit 10 - Nondiscrimination Addendum Exhibit 11 - WIOA Complaint /Grievance Procedures Exhibit 12 - Policy on Confidentiality of Participant Records Exhibit 13 - Standard Conditions to Service Provider Subgrant Under the Workforce Innovation and Opportunity Act 			
<p>SUBGRANTEE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of SUBGRANTEE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve SUBGRANTEE of its obligations with respect to this SUBGRANT, including compliance with the terms, conditions and requirements set forth in the above-listed Exhibits. By executing this Subgrant, SUBGRANTEE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed Exhibits.</p>			
<p>IN WITNESS WHEREOF, this Subgrant has been dated and executed by the parties hereto.</p>			
SUBGRANTEE			
Name: Sacramento City Unified School District			
By: <i>Janea Marking</i>		Date Signed: 09/20/2024	
Printed Name/Title of Authorized Signer: Janea Marking, Chief Business & Operations Officer			
Address: 5735 47 th Avenue, Sacramento, CA 95824		E-Mail 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 Boulevard, Suite 100, Sacramento, CA 95815		E-Mail Address: Anita.Maldonado@seta.net	

EXHIBIT 1

**RESOLUTION AUTHORIZING EXECUTION OF
WIOA SERVICE PROVIDER SUBGRANT**

**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



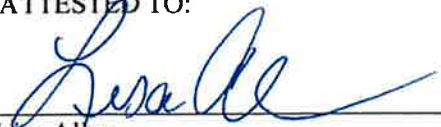
Robert Aldama,
Manager II, Purchasing Services

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



Chinua Rhodes,
President of the Board of Education

ATTESTED TO:


Lisa Allen,
Interim Secretary of the Board of Education

EXHIBIT 2

PROGRAM PERFORMANCE OVERVIEW

**BASIC AND INDIVIDUALIZED CAREER SERVICES
PROGRAM PERFORMANCE OVERVIEW**

Job Center: Sacramento City Unified School District							PERIOD FROM: 7/1/2024 TO 6/30/2025					
Program: Basic and Individualized Career Services												
Registrant Flow (Cumulative)												
Total Registrants –	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Basic Career Services*	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Adults/Dislocated Workers**	270	540	813	1060	1320	1625	1720	1975	2438	2613	2931	3250*

**10% of the total registered participants must be enrolled in WIOA Individualized Career and/or Training services.*

QUARTERLY PLAN – INDIVIDUALIZED CAREER AND TRAINING SERVICES ENROLLMENTS

Enrollment Flow (Cumulative)								
	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
Adults	81		163		244		325	
Dislocated Workers**	-		-		-		-	

***The enrollment of Dislocated Workers is allowable if they are ineligible for Adult services. All Dislocated Worker enrollments will count towards planned enrollment goals.*

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

Subgrantee may be evaluated quarterly on the following additional **real-time data**: (subject to change)

- Enrollments
- Continuum of service to carry over clients
- Enrollment of hard-to-employ populations
- Training in Sacramento Works, Inc.
Recognized Critical Occupational Clusters
- Training Completion Rate
- Average Earnings
- Customer/Employer Satisfaction
- Number of employers receiving substantial services
- 12-month follow-up
- Use of Workshop Scheduler

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

Adult Measures	Goals
Employment Rate 2 nd Quarter After Exit	64%
Employment Rate 4th Quarter After Exit	61%
Credential Attainment within 4 Quarters After Exit	65%
Median Earnings 2 nd Quarter After Exit	\$6,900
Skills Gain	60%

Dislocated Worker Measures	Goals
Employment Rate 2 nd Quarter After Exit	73%
Employment Rate 4th Quarter After Exit	70%
Credential Attainment within 4 Quarters After Exit	70%
Median Earnings 2 nd Quarter After Exit	\$8,500
Skills Gain	60%

EXHIBIT 2

THE STATE AND LOCAL STRATEGIC WORKFORCE DEVELOPMENT PLANS

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The intent of the WIOA legislation is to arm workers with the skills necessary to meet business needs and to provide business with access to a talent pool needed to compete in their local, regional, and global economies. This is achieved by assisting workers, including those with barriers to employment, access to employment, education, job-driven training, and support services, by improving services to business, by enhancing program coordination, by streamlining service delivery, utilizing new technology and increasing the flexibility of governance, by aligning programs and services across common goals, and increasing accountability and transparency. WIOA also emphasizes quality training that leads to industry-recognized credentials, earn and learn approaches that encourage the coordination of work and learning, regional planning and service coordination, and implementation of sector-based strategies and career pathways.

California's one-stop delivery system, the America's Job Center of California (AJCC), is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Board (CWDB) in its Unified Strategic Workforce Development Plan, including the Plan Update. Those objectives are:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives are to be accomplished by ensuring access to high-quality AJCCs that provide the full range of career services available in the community for all customers seeking the following:

- Looking to find employment
- Building basic educational and occupational skills
- Earning a postsecondary certificate or degree
- Obtaining guidance on how to make career choices
- Seeking to identify and hire skilled workers

In 2021, the CWDB approved the Sacramento Works, Inc.'s (SWI), Sacramento's Local Workforce Development Board (LWDB), Sacramento's 4-Year Strategic Workforce Development Plan; in 2023, the CWDB approved a 2-Year Plan Update that emphasizes coordination and collaboration in providing services to specific populations of hard-to-serve customers. The four-year plan, and plan update reflect the vision, goals, strategies, initiatives and partnerships developed by the SWI and Governing Board of the Sacramento Employment and Training Agency (SETA), the Chief Local Elected Official for the Sacramento County Workforce System. SUBGRANTEE is encouraged to review both documents which are located on SETA's website at www.seta.net on the "Public Notices & RFP's" page.

EXHIBIT 2

THE WIOA ADULT/DISLOCATED WORKER SERVICE DELIVERY SYSTEM

In today's economy, workers face a relatively tight labor market and a skills mismatch between unemployed workers and available openings. While a skilled workforce is key to driving economic growth and prosperity, regions throughout California report a persistent "skills gap"; employers can't find skilled individuals to fill their open positions. At the same time, many residents remain unemployed or under-employed. What today's workers need most is the opportunity to gain skills obtained through workforce development, education and training resulting in labor market relevant skills and credentials that are valued by employers.

The COVID-19 pandemic wreaked havoc on economies, populations, lifestyles, and cultures across the region, the state, the nation and the world. It exacerbated the long-term trend of a declining U.S. labor force. While employment has rebounded and there are a record number of job openings, a large segment of the workforce remains disengaged. Community members who have historically experienced barriers to employment continue to suffer from substandard living wages, lack of economic mobility, and access and support to obtain quality jobs with upward mobility that will be relevant with emerging technologies and adaptations in the future workforce.

COVID highlighted the need to improve digital and technology skills and equipment access of workers, particularly in historically underinvested populations. Given the need for tech-based skills, programs that equip community members with tech skills and the accessibility to broadband and technological equipment serve as a critical career resource to enable individuals to transition into higher-skilled, high-demand occupations.

While overall poverty rates have declined over the past decade, the long-term trend of high poverty rates continue to persist, particularly in urban neighborhoods that experience chronic and concentrated poverty, high unemployment, high crime and limited educational attainment.

The U.S. Department of Labor has instituted the American Job Centers to provide for a single access point for persons seeking employment, and the State of California has implemented this approach through its America's Job Centers of California (AJCC) program. In conjunction with this program, the Sacramento Works Job Center (SWJC) System has been developed to provide these services in Sacramento County.

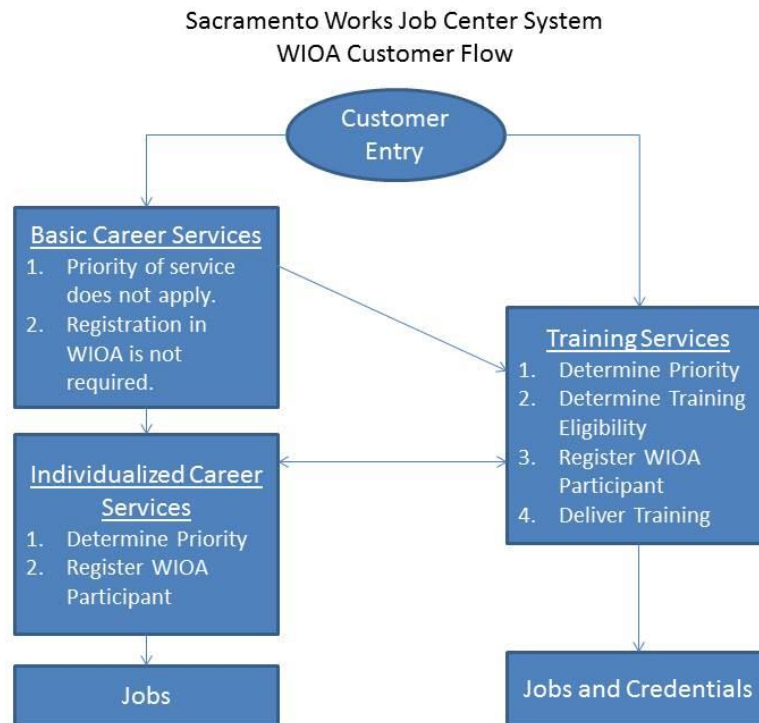
The SWJC system career services—basic and individualized—and training services are customer-driven, easily accessible, and responsive to the specific needs of job seekers and employers in the region. In addition, services are comprehensive and performance-based. The system unites business, education, community and public agencies to meet the needs of job seekers and employers through a comprehensive range of workforce development activities, and strategic partnerships. SWJC system job seekers have universal access to a variety of tools and services including assessments, career coaching, labor market information, job search assistance, education and skills training, including on-the-job training, customized training, and vocational training. SWJC system staff provide services

EXHIBIT 2

and outreach to job seekers, including special populations, such as dislocated workers, veterans, justice involved, immigrants, refugees, disadvantaged youth, low-income, public assistance, and individuals with disabilities.

Special emphasis is placed on geographic areas of chronic and concentrated poverty, high unemployment, limited educational attainment, and other economic and social indicators of vulnerable communities. Services may be delivered through physical SWJCs or at alternate locations where job seekers congregate.

DIAGRAM OF WIOA CUSTOMER FLOW



RESPONSIBILITIES OF SWJCs

SUBGRANTEE agrees to:

1. Maintain collaborative partnerships by:

- Coordinating recruitments, registrations and enrollments; developing action plans; and, supporting customers in their effort to research career options/pathways, learn job getting skills, complete training, if applicable, and meet their employment goals.
- Engaging local employers and business associations.
- Coordinating/Aligning services with SWJC System partners.

EXHIBIT 2

2. Ensure knowledge and understanding of the mission and vision established by the Sacramento Works, Inc. Strategic Plan and Plan Update by:

- Educating staff on local area service priorities.
- Educating staff on Local Board's Strategic Plan mission, goals, and objectives.
- Training staff on occupations with the best projected local demand and the approved occupational sectors/clusters.

3. Ensure that clear career pathways exist for customers by:

- Aligning services with the talent needs of businesses.
- Following the SWJC system customer flow.
- Supporting a case management system that helps job seekers prepare, enter and advance within an occupational cluster.
- Delivering services at multiple locations in underserved communities.
- Coordinating and leveraging services and resources, including training opportunities.
- Coordinating and leveraging the supportive service needs of the customer to ensure long-term success.
- Utilizing the CalJOBS Client Tracking System, maintaining adequate information technology infrastructure, and providing adequate related information technology support. At a minimum, must provide high speed internet access, computers and printers for customers and staff, internal wiring, and all required connections.

4. Be accountable for performance by ensuring:

- All staff are trained and informed of anticipated performance outcomes.
- Systems exist to measure performance, customer satisfaction and continuous improvement.
- Performance goals and measures are met or exceeded.
- Customers enter and retain employment and increase wages.
- Follow-up services are made available for 12 months following placement into unsubsidized employment.

5. Leverage resources and funding to expand and enhance services offered to job seekers by:

- Leveraging in-kind and/or cash contributions.
- Bringing added value and resources to the SWJC system and the community.

6. Be customer and community focused by:

- Coordinating with the community, local business and business associations, and SWJC system partners.
- Providing basic, individualized and/or training services to hard-to-serve individuals with multiple barriers to employment.

EXHIBIT 2
PROGRAM STANDARDS/REQUIREMENTS

SUBGRANTEE SHALL ADHERE TO THE FOLLOWING PROGRAM STANDARDS/REQUIREMENTS:

- A.** SUBGRANTEE shall provide services strictly in accordance with its Response to the Request for Proposals, subject to limitations, clarifications, and/or requirements contained within this SUBGRANT, specifically this Exhibit, the Program Budget and Cost Allocation Plan, Exhibit 3, and Special Conditions, Exhibit 4.
- B.** Internal evaluation and monitoring are important elements for effective program management. The Self-Evaluation/Monitoring Standards chart (**Attachment B**), stands as a reminder to SUBGRANTEE of those key program activities, which should be reviewed on a regular basis.

This chart is intended to be used as a guide. Processes/procedures noted under Guide for Determining Deficiencies and Implementing Corrective Action are not meant to replace those currently followed by a SUBGRANTEE. They are intended to supplement or enhance those processes/procedures used by an organization in conducting internal evaluation and monitoring.

- C.** SUBGRANTEE shall track leveraged Basic and Individualized Career Services in CalJOBS.

SUBGRANTEE will provide the following activities:

Career Services

Under WIOA, the career services category includes Basic Career Services and Individualized Career Services. Basic Career Services do not require enrollment into WIOA and are not subject to priority of service requirements. Individualized Career Services and Training Services, however, require enrollment into WIOA and are subject to priority of service.

Basic Career Services

Basic Career Services must be made available to all individuals seeking services offered by the one-stop delivery system, and include the following:

- **Program Eligibility** - Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs.
- **Outreach, Intake, and Orientation** – Outreach to underserved communities and orientation intended to provide information on services available through the SWJC system.

- **Initial Assessment** – The assessment of skill levels including digital literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
- **Labor Exchange** - Job search and placement assistance, including the provision of information on in-demand industry sectors and occupations, and on nontraditional employment.
- **Referrals to Partners** – The provision of referrals to and coordination/alignment of activities with other programs and services, including those within the SWJC system and, when appropriate, other education, workforce development, and human service programs.
- **Labor Market Information** – The provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, job vacancy listings in labor market areas, information on job skills necessary to obtain the vacant jobs listed, and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
- **Training Provider Performance and Cost Information** – The provision of performance information and program cost information on providers approved on the State of California’s Eligible Training Provider List.
- **Supportive Services Information** - Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including 1) child care, 2) child support, 3) medical or child health assistance available through the state’s Medicaid program and Children’s Health Insurance Program, 4) benefits under the SNAP, 5) assistance through the earned income tax credit, 6) housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development, 7) and assistance under CalWORKs, and other support services and transportation provided through that program.
- **Unemployment Insurance (UI) Information and Assistance** - Information and assistance regarding filing claims under UI programs.
- **Financial Aid Information** - Assistance in establishing eligibility for training providers offering financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services

Individualized Career Services consist of the following:

- **Comprehensive Assessment** - Comprehensive and specialized assessments of the skill levels and service needs of customers, which may include diagnostic testing and use of other assessment tools, and/or in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- **Individual Employment Plan (IEP)** – The development of a plan that identifies the career goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals.
- **Counseling** – Individual and/or counseling and mentoring.
- **Career Planning** – Includes comprehensive case management.
- **Short-term Pre-Vocational Services** – Services are geared towards assisting customers to obtain and/or improve communication skills, interviewing techniques,

learning the importance of punctuality, personal hygiene, and professional conduct to prepare individuals for unsubsidized employment and/or training.

- **Unpaid Internships and Unpaid Work Experience** – These services must be linked to careers.
- **Out-of-Area Job Search** – Information and job search assistance on out-of-area job markets, as well as relocation information.
- **Financial Literacy** - Services may include 1) teaching customers how to create household budgets, initiate savings plans, make informed financial decisions about education, retirement, home ownership, wealth, or other savings goals; 2) teaching customers the ability to manage spending, credit, and debt, including credit card debt, effectively; 3) teaching customers about the availability of credit reports and scores, including determining their accuracy, as well as their effect on credit terms; and, 4) teaching customers how to understand, evaluate and compare financial products, services, and opportunities.
- **English Language Acquisition** - Services intended to increase the English language proficiency levels of customers to increase employment marketability.
- **Workforce Preparation** - Services are intended to help customers acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education or training (high-school diploma or equivalent), or employment.

Training Services – All training services for this funding cycle will be delivered via SWJC Scholarship Funds through a Scholarship/Individual Training Account (ITA) application process. SUBGRANTEE will receive a Scholarship/ITA allocation that will fund training services delivered by qualified training programs from the State's Eligible Training Provider List. Job seekers requesting financial assistance for training will be required to complete a Scholarship/ITA Application that will be reviewed and approved by a Case Review Team (CRT). For more information, see SETA Policy Directives located on SETA's web-site: <https://www.seta.net/directives/>

Training services may include the following:

On-the-Job Training - (OJT) is an activity designed to place under-skilled adults who are unemployed, into full-time jobs in high skill occupations on a "hire first" basis where supervision and training are provided by the employer. OJT affords customers the opportunity to be trained or retrained while acquiring the work skills necessary to succeed in and retain employment while contributing to an employer's productivity.

OJT operators must use SETA's standardized OJT contract form, and employers may be eligible for reimbursement of up to 50 percent of the wages paid to customers to compensate for the employer's costs for additional supervision and training related to the OJT. An OJT contract must be limited to the period of time required for a customer to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the customer, prior work experience, and the customer's Individual Employment Plan.

Pre-apprenticeship/Apprenticeship - Pre-apprenticeship is defined in the *Workforce Innovation and Opportunity Act* (WIOA) Final Rule Section 681.480 as the following:

“A program designed to prepare individuals to enter and succeed in an apprenticeship program registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et. seq.) (referred to in this part as a “registered apprenticeship” or “registered apprenticeship program”) and includes the following elements:

- (a) Training and curriculum that aligns with the skill needs of employers in the economy of the State or region involved;*
- (b) Access to educational and career counseling and other supportive services, directly or indirectly;*
- (c) Hands-on, meaningful learning activities that are connected to education and training activities, such as exploring career options, and understanding how the skills acquired through coursework can be applied toward a future career;*
- (d) Opportunities to attain at least one industry-recognized credential; and*
- (e) A partnership with one or more registered apprenticeship programs that assists in placing individuals who complete the pre-apprenticeship program in a registered apprenticeship program.”*

Apprenticeship is an organized earn and learn model, combining paid on-the-job training with supplemental related classroom instruction (usually at least 144 hours) and incremental wage increases as apprentices advance through training levels. Typically, upon completion of an apprenticeship, apprentices receive State Apprenticeship Council Certificates documenting the attainment of the skills and competencies achieved.

Entrepreneurial Training – Entrepreneurial training provides the skills associated with entrepreneurship and the gig economy, such as the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one’s ideas. Approaches to training include:

- Entrepreneurship education provides introduction to the values and basics of starting and running a business, such as developing a business plan and simulations of business start-up and operation.
- Enterprise development which provides supports and services that incubate and help customers develop their own businesses, such as helping customers access small loans or grants and providing more individualized attention to the development of viable business ideas.
- Experiential programs that provide customers with experience in the day-to-day operation of a business.

Occupational Skills Training - Instruction that includes vocational education and classroom training that is designed to provide technical skills and information required to perform a specific job or group of jobs.

Job Readiness Training - Job readiness training includes services that teach skills needed to be successful in the workplace, rather than skills needed to find and apply for

a job (e.g., job search, interview, or resume writing skills). It should provide participants with specific occupational competencies needed to perform specific work tasks on the job.

To be considered a training activity, Job Readiness Training must be provided in conjunction with one of the following:

- Occupational Skills training, including training for nontraditional employment
- On-the-Job Training (OJT)
- Incumbent Worker Training
- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Private sector operated training programs
- Skills upgrading and re-training
- Entrepreneurial training
- Transitional jobs

Incumbent Worker Training (IWT) – Training for employed workers that includes the following characteristics:

Designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce, avert the need to lay-off employees by assisting the workers in obtaining the skills necessary to retain employment, and/or provide training that will result in progression on a career pathway and income mobility.

- Conducted with a commitment by the employer to retain employees, avert the layoff(s) of the incumbent worker(s) trained for a period of six months following completion of the training, or promote incumbent workers to higher paying positions.
- Increases the competitiveness of the employer or employee.
- Gives employees the opportunity to progress on their career pathway by providing opportunities to obtain certificates or credentials based on the employers need.

Follow-Up Services – *(applies to enrolled WIOA customers only)*

Follow-up Services are critical to ensuring a customer's success in employment. Services may include the provision of supportive services, addressing work-related issues that may 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. Follow-up Services must be made available to all enrolled customers for at least 12 months commencing on the date a customer obtains unsubsidized employment. The types and intensity of services provided must be determined based on the needs of the individual and may differ for each customer. At a minimum, Follow-up Service should include monthly contact with job seekers and employers.

Employer Services -

Employer Services encompass a variety of activities to help facilitate business' talent recruitment, retention, and training needs. Examples include applicant screening, skills

assessments, workshops, and seminars, career fairs, and customized recruitment events.

Customer Eligibility

Funding for services come from the WIOA, Title I, Adult and Dislocated Worker programs. Eligibility requirements for these programs are:

WIOA, Adult –

Age 18 or older;

- Unemployed, or underemployed;
- Are determined eligible in accordance with the State and local priority system in effect for adults under WIOA.

WIOA, Dislocated Worker –

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment compensation;
- Has demonstrated an appropriate attachment to the workforce, but is not eligible for unemployment insurance and is unlikely to return to a previous industry or occupation;
- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member.

Priority of Service

As required under WIOA Section 134(c)(3)(E), with respect to Individualized Career and Training Services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with the SWI Priority of Service Policy. For more information, see SETA Policy Directive on Priority of Service located on SETA's web-site: <https://staff.seta.net/staff-resources/ajcc-directives-resources/>. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

Local Measures

SUBGRANTEE will be accountable for other indicators of success identified by the Sacramento Works, Inc. Examples of local measures include:

- Actual cost per customer served and placed

- Number of hard-to-employ customers served
- Leveraged amounts of training and supportive services
- Number of employers utilized/market penetration
- Training completion rate
- Training in Sacramento Works, Inc.'s approved Occupational Clusters for the region
- Documentation of services in the CalJOBS shared electronic database and tracking system
- Customer/Employer satisfaction
- Submission of timely and accurate reports to SETA, both Fiscal and MIS
- Provision of access by customers and staff to, and support of, the CalJOBS electronic case tracking system, and the maintenance of the organization's information technology infrastructure supporting all technology related functions. At a minimum, SUBGRANTEES infrastructure must include high-speed internet access, computers and printers for customers and staff, internal wiring, and all required connections.

Program and Reporting Requirements

- 1) Management Information System/Fiscal Reporting Requirements -
SETA has established specific reporting processes to administer its programs. These include:
 - Management Information Systems (MIS) reports; and,
 - Monthly Fiscal Reports.

The details for accomplishing the above will be provided to all funded programs.

- 2) Nondiscrimination Requirements -
All programs must not deny any individual an opportunity to participate in services based on grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity. Furthermore, the agency agrees to ensure that all qualified applicants receive consideration for employment and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity.
- 3) Use of Education Grants and Loans for WIOA Customers -
WIOA training resources may be used in conjunction with educational assistance funds, so long as there is inadequate grant assistance from other sources available to pay for the costs. All available sources of funds, excluding loans, shall be considered in determining an individual's overall need for WIOA funds. The exact mix should be determined based on the availability of funding for either training costs or supportive services, with the goal of ensuring that the costs of the training program the individual selects are fully paid and that necessary supportive services are available so that the training can be completed successfully.

Resources

1) **SETA WIOA Directives** - All services funded must comply with applicable SETA WIOA Directives. All Directives and any revised directives are available on SETA's website at www.seta.net.

2) **Sacramento Works Occupational Clusters** –

SETA/Sacramento Works, Inc. has identified high demand occupational sectors/clusters to focus training efforts to ensure that job seekers are being trained with skills that will meet the needs of employers in the region. The WIOA Adult and Dislocated Worker program focuses on occupations requiring short to moderate term post-secondary education and industry recognized credentials and degrees. Some occupations in these sectors/clusters reflect higher levels of education. These levels are not necessarily the only way an individual can become qualified to perform the duties of a given occupation. Other combinations of education, training, and/or experience may also be appropriate for job entry. The current list of occupational sectors/clusters below have been identified as critical to the region's economy based on research, data and review in cluster-specific forums:

CONSTRUCTION

This occupational sector/cluster is primarily comprised of occupations involved in the construction of buildings. Also included in this group are specialty trade contractors (e.g. Electricians, Painters, Carpet Installers, etc.), Cabinetmakers, Construction and Building Inspectors, Cost Estimators, and Welders.

CLEAN ECONOMY

This cluster represents six subsectors: Energy and Resource Efficiency, Renewable Energy, Sustainable Farming, Advanced Transportation, Environmental Compliance and Recycling/Waste Reduction. Since the Clean Economy includes all economic activity that provides environmental benefit, industries in this cluster have some overlap with industries in other clusters.

HEALTH SERVICES AND LIFE SCIENCES

This is the largest cluster in the region and offers well-paying jobs for thousands of people. This cluster includes five subsectors: Hospitals, Ambulatory Health Care Services, Nursing and Residential Care Facilities, Social Assistance and Life Sciences.

INFORMATION and COMMUNICATIONS TECHNOLOGY

This cluster is identified by the convergence of computer networking and telecommunications. The ICT umbrella organizes technologies related to telecommunications, computing, networks and other high-tech fields. The cluster is composed of four subsectors: Computer and Electronic Market Retailers/Wholesalers; System Programming, Design, Management and Training Services; System Repair and Maintenance Services; and Telecommunication/Data Processing Centers.

FOOD AND AGRICULTURE

This cluster includes interdependent firms in the food value chain. The cluster is composed of four subsectors: Production, Processing, Distribution and Support.

ADVANCED MANUFACTURING and TRANSPORTATION

This cluster is comprised of occupations that integrate the coordinated use of information, automation, software, sensing and networking to improve the efficiency and reduce costs of manufacturing. Although advanced manufacturing methods may be utilized by any manufacturing industry, high use of these methods tends to cluster in six subsectors: Aerospace, Chemical, Computers/electronics, Machinery, Plastics Products and Transportation Manufacturing.

EDUCATION AND KNOWLEDGE CREATION

This cluster is the second largest cluster and includes industries and establishments that provide systematic information or instruction for the purpose of knowledge creation or learning. Within the cluster, there are five subsectors: Private Education Institutions, Public Education Institutions, Education Support Services, Publishing and Broadcasting.

In-depth information on industry/occupational clusters can be accessed at Valley Vision's web-site: <https://www.valleyvision.org/>

SACRAMENTO WORKS AMERICA’S JOB CENTER OF CALIFORNIA
SELF-EVALUATION/MONITORING STANDARDS

Internal self-evaluation and monitoring conducted at the SUBGRANTEE level are important elements for effective program management. Listed below are key activities which should be reviewed on a regular basis. Evaluations and SUBGRANTEE level monitoring must be formally documented and readily accessible for examination.

Activities Evaluated/Monitored/ Staff Responsible	Frequency	Corrective Action and Staff Responsible
1) Outreach/Recruitment: Job Coaches	On-going	Review program applications for adequacy of pool. If inadequate, increase outreach by increasing recruitment through the job centers, distributing program flyers, press releases, networking AJCC Manager
2) Selection/Enrollment of Clients: Job Coaches	Bi-Weekly	Review plan numbers vs. actual. If statistics deviate by -15%, increase outreach to targeted populations and increase recruitment AJCC Manager
3) File Reviews: CalJOBS Application, Assessments, Attendance Records, Client Progress/ Performance, etc.: Job Coaches	Monthly	Review all applications and assessment documents. If incomplete or inadequate, set deadline for forms completion/correction. Counseling notes and evaluations will be reviewed for evidence of poor client performance. If identified, the client will receive additional individual assistance or counseling AJCC Manager

**EXHIBIT 2
ATTACHMENT B**

<p>4) Work Site Development and Review, if applicable:</p> <p>Not applicable</p>	<p style="text-align: center;">N/A</p>	<p>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</p> <p>Not applicable</p>
<p>5) Maintenance of CalJOBS Tracking System Data:</p> <p>SETA Sac Works</p>	<p style="text-align: center;">On-going</p>	<p>CalJOBS data will be reviewed for completeness and accuracy. If necessary, additional CalJOBS training and guidance will be provided to staff</p> <p>AJCC Manager / SETA Training</p>
<p>6) Outcomes: Activity Completion, Real Time and WIOA Common Measures:</p> <p>Job coaches/AJCC Manager</p>	<p style="text-align: center;">Monthly</p>	<p>The PPO and MIS reports will be reviewed for planned performance/outcomes. The client plans will be modified through the Job Center Coaches and additional individualized job development assistance will be provided, as needed</p> <p>AJCC Manager</p>
<p>7) Provision, documentation and tracking of mobile services (services provided at alternate locations):</p> <p>Job coaches/AJCC Manager</p>	<p style="text-align: center;">When Applicable</p>	<p>Staff delivery of services to job seekers through multiple locations other than physical Job Center environment. Ensure better connectivity with underserved communities.</p> <p>AJCC Manager</p>
<p>8) Submission of Report Forms, Fiscal Claims:</p> <p>SCUSD Budget Services</p>	<p style="text-align: center;">Monthly</p>	<p>Review requirements for submission of program and fiscal reports and ensure all staff are informed. If necessary, provide additional staff training</p> <p>SCUSD Budget Services/AJCC Manager</p>

**EXHIBIT 2
ATTACHMENT B**

<p>9) Compliance with all SETA applicable policy directives and processes and procedures:</p> <p>Job Center Coaches/Staff and AJCC Manager</p>	<p>Daily</p>	<p>Review policies, procedures and requirements regularly at staff meetings. If necessary, address areas of concern and develop steps to correct specific problems</p> <p>AJCC Manager</p>
<p>10) Collaboration/Coordination with Job Center Coaches:</p> <p>AJCC Manager</p>	<p>On-going</p>	<p>Review coordination with Job Center Coaches and frequency of communication. Provide additional training and guidance, if necessary, to specific Subgrantee Coaches where deficiencies are identified</p> <p>AJCC Manager</p>
<p>11) Staff Development:</p> <p>AJCC Manager</p>	<p>As Needed</p>	<p>Seek training opportunities for staff either from SETA or outside sources when areas of deficiency are identified</p> <p>AJCC Manager</p>
<p>12) Customer/Employer Satisfaction:</p> <p>Job Center Coaches/Staff and AJCC Manager</p>	<p>Daily</p>	<p>During staff meetings, review customer and employer comments, recommendations/suggestions and brainstorm ways to implement changes</p> <p>AJCC Manager</p>

EXHIBIT 3

PROGRAM BUDGET AND COST ALLOCATION PLAN

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

BUDGET AND COST ALLOCATION PLAN

Contract #: 074201SWCS
<input checked="" type="checkbox"/> Original or <input type="checkbox"/> Mod #
Activity: Basic and Individualized Career Services – Adult

Subgrantee Name: Sacramento City Unified School District	
Street Address: 5451 Lemon Hill Avenue	City: Sacramento, CA Zip: 95824
Program Contact: Susan Lytle Gilmore	Phone: (916) 395-5788
Fiscal Contact: Janea Markings	Phone: (916) 643-9055
E-Mail Address: janea-markings@scusd.edu	
BUDGET PERIOD: 7/1/2024 through 6/30/2025	

BUDGET SUMMARY - COST REIMBURSEMENT			
TYPE OF COST	SETA SHARE	LEVERAGED RESOURCES	TOTAL
A. Personnel Costs	\$568,046	\$286,530	\$854,576
B1. Fixed Asset Purchases			
B2. Other Equipment Costs			
C. Other Costs	\$26,704	\$536,508	\$563,212
Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)**	\$594,750	\$823,038	\$1,417,788
D. Direct Participant Costs* (Scholarships/Supportive/Vendor Services)	\$70,000		\$70,000
Total Costs:	\$664,750	\$823,038	\$1,487,788

*Available for obligation only. Modification of this line item requires SETA approval.

**A minimum of 20% of the funds must be expended on providing training 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	DC	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.

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 = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of ACTUAL space used for 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		
			SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Purchases of Fixed Assets		Full Purchase Price x SETA %			
Total Purchases of Fixed Assets					0
2. Other Equipment Costs		Full Purchase Price x SETA %			
P, L, R, or D	P = Purchase L = Lease R = Rent D = Depreciation	Or Full Cost/Mo. X # Mos. X SETA %			
Total Other Equipment Costs					
Total Equipment Costs (Purchases of Fixed Assets + 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 1 year.

EXHIBIT 3

C. OTHER COSTS	Full Cost Information x SETA %	Costs For This Program		
		SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Direct				
Facility: SCUSD	\$41,230 x 12 months 0%	0	\$494,760	\$494,760
Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease				
Owned: <input checked="" type="checkbox"/> Depreciation				
Address:				
Utilities	\$3,021 x 12 months 0%	0	\$36,252	\$36,252
Telephone				
Office Supplies				
Duplication/Printing				
Other: Cannon Copier Rental (AJCC)	\$458 x 12 months 0%	0	\$5,496	\$5,496
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage:				
Other:				
Subcontracts:				
Total Direct Costs			\$536,508	\$536,508
2. *Indirect Costs - Approved Rate: 4.49% x Direct Costs of \$594,750		\$26,704		\$26,704
Total Other Costs (Direct + Indirect)		\$26,704	\$536,508	\$563,212

*Attach copy of approval letter from cognizant agency

EXHIBIT 3

<u>D. DIRECT PARTICIPANT COSTS*</u>	COSTS FOR THIS PROGRAM		
	SETA SHARE	LEVERAGED RESOURCES	TOTAL
Type/Cost Information			
1. Scholarships/Supportive/Vendor Services	\$70,000		\$70,000
Total Direct Participant Costs	\$70,000		\$70,000

*Available for obligation only. Modification of this line item requires SETA approval.

EXHIBIT 4
SPECIAL CONDITIONS

SPECIAL CONDITIONS

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

Condition(s)

Timeframe(s)

1. SUBGRANTEE shall expend a minimum of 20 percent of all WIOA Adult funds on providing training services.

2. SUBGRANTEE shall maintain all insurance coverage and is expressly required by this Exhibit to immediately notify SETA if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be cancelled, non-renewed, reduced in scope or limits or otherwise materially changed. SUBGRANTEE shall provide thirty (30) days written notice to SETA prior to such change. Ten (10) days prior written notice shall be provided to SETA in the event of cancellation due to non-payment of premium. Failure to maintain required insurance shall be considered a material breach of the SUBGRANT.

Entire term of SUBGRANT.

Entire term of SUBGRANT.

EXHIBIT 5

WIOA ASSURANCES AND CERTIFICATIONS

WIOA ASSURANCES AND CERTIFICATIONS**I. General Assurances**

- A. By signing the SUBGRANT, SUBGRANTEE assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (“WIOA”) and any State of California statutes implementing the WIOA (“State Statutes”), as those laws may be amended, all federal and state regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIOA and State Statutes, ONE-STOP OPERATOR's policies and procedures, the Sacramento Workforce Development Area's Workforce Investment Plan, as approved by the Governor, and the provisions of the Master Subgrant between ONE-STOP OPERATOR and the State of California.
- B. SUBGRANTEE, by signing the SUBGRANT, assures that in operating a program funded under the WIOA that: (1) it will administer such program in full compliance with safeguards against fraud and abuse as set forth in WIOA and the regulations promulgated thereunder; and (2) no portion of its WIOA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship/ status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I financially-assisted program or activity.
- C. SUBGRANTEE shall take every reasonable course of action in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The SUBGRANT will be administered in an impartial manner, free from efforts to obtain personal, financial or political gain. SUBGRANTEE, its officers, directors, executive staff and employees, in administering the SUBGRANT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.
- D. Officers, directors, executives and employees of SUBGRANTEE will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the SUBGRANT, will exercise due diligence to avoid situations which may give rise to an assertion that

EXHIBIT 5

favorable treatment is being granted to friends and associates. When it is in the public interest for SUBGRANTEE to conduct business with a friend or associate of an officer, director, executive or employee of SUBGRANTEE, an elected official in the area or a member of the Workforce Investment Board, a permanent record of the transaction shall be retained.

- E. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, SUBGRANTEE, by signing the SUBGRANT, assures with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance: Section 188 of the WIOA, as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and relate medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

SUBGRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to SUBGRANTEE's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the SUBGRANTEE makes to carry out the WIOA Title I—financially assisted program or activity. SUBGRANTEE understands that the United States has the right to seek judicial enforcement of this assurance.

- F. By signing the SUBGRANT, SUBGRANTEE assures that it will designate an Equal Opportunity Officer or designate an appropriate individual responsible for

EXHIBIT 5

adoption and publication of complaint procedures as required by federal regulations, 29 CFR Part 38, and that it will provide the following notice, or any applicable amended version thereof, in the manner required by 29 CFR §38.36, to applicants, eligible applicants, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with SUBGRANTEE:

Equal Opportunity Is the Law

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, 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, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;

providing opportunities in, or treating any person with regard to, such a program or activity; or

making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

EXHIBIT 5

What To Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I- financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient 's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or

The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW., Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at www.dol.gov/crc.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

II. Additional Assurances

By signing the SUBGRANT, SUBGRANTEE assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, cost principles and requirements, including the OMB Super Circular (2 CFR Part 200) and any applicable regulations of the federal funding source, as they relate to the acceptance and use of federal funds for the project funded by the SUBGRANT. By signing the SUBGRANT, SUBGRANTEE also assures and certifies with respect to the SUBGRANT that:

- A. If SUBGRANTEE is a corporation, it is registered with the Secretary of State of the State of California.

EXHIBIT 5

- B. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of SUBGRANTEE's governing body (i.e., Board of Directors) authorizing the execution and acceptance of the SUBGRANT, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of SUBGRANTEE to act in connection with the SUBGRANT and to provide such additional information as may be required.
- C. It will comply with Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d and 42 U.S.C. §2000e-2), as amended, and the California Fair Employment and Housing Act (FEHA) (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the ground of race, color, sex, age, religion, national origin, ancestry, physical disability, medical condition or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBGRANTEE receives federal or state financial assistance.
- D. It will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the funded activity.
- E. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107), as amended, which prohibits discrimination on the basis of age.
- F. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs or activities.
- G. It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- H. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and any amendments thereto, (29 U.S.C.

EXHIBIT 5

§§201 et seq.) as they apply to employees of institutions of higher education, hospitals and other nonprofit organizations as defined in these regulations.

- I. No funds received pursuant to the SUBGRANT will be used to assist, promote or deter union organizing.
- J. It will give ONE-STOP OPERATOR, the U.S. Department of Labor, the U.S. Comptroller General and the State of California, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the SUBGRANT, including the records of subcontractors performing under the SUBGRANT.
- K. It will comply with all requirements imposed by the U.S. Department of Labor, the State of California and/or ONE-STOP OPERATOR concerning special requirements of law, program requirements and other administrative requirements.
- L. It will ensure, pursuant to Executive Order 11738 and any amendments thereto, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project funded under the SUBGRANT with ONE-STOP OPERATOR are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities and that it will notify ONE-STOP OPERATOR of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- M. It will assist the U.S. Department of Labor in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Executive Order 11593 and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. §§469 et seq.), as those Acts or regulations may be amended, by: (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR §800.8) by SUBGRANTEE's activity and notifying the U.S. Department of Labor of the existence of any such properties, and (b) by complying with any requirements established by the U.S. Department of Labor to avoid or mitigate adverse effects upon such properties.

EXHIBIT 5

- N. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. §7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. §1318), and any amendments thereto, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.
- O. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. §4012(a)) which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant or any other form of direct or indirect federal assistance.
- P. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. §794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statutes. By signing the SUBGRANT, SUBGRANTEE agrees that in accordance with the foregoing requirements no otherwise-qualified individual with a disability shall, by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate this agreement.
- Q. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972 and any amendments thereto (20 U.S.C. §§1681 et seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from

EXHIBIT 5

participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

- R. It will include for activities funded under any contract with ONE-STOP OPERATOR the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all contracts or subcontracts which have or are expected to have an aggregate value within a twelve (12) month period exceeding Ten Thousand Dollars (\$10,000) in accordance with U.S. Department of Labor regulations.
- S. If the SUBGRANT is covered by a statute providing wage standards for such work, the SUBGRANTEE will include, and will require that its subcontractors include, the provision covering the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) set forth in 29 CFR §§5.5(c) and (e), or as that Act or the regulations thereunder may be amended, in any nonexempt non-construction contract or subcontract which involves the employment of mechanics and laborers (including watchmen, guards, apprentices, and trainees) if the contract exceeds Two Thousand Five Hundred Dollars (\$2,500).
- T. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the federal government under the National Environmental Policy Act of 1969, and any amendments thereto (42 U.S.C. §§4321 et seq.), and Executive Order 11514, and any amendments thereto.

III. Clean Air and Clean Water Assurance and Certification

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

EXHIBIT 5

and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

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

By signing the SUBGRANT, SUBGRANTEE assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

- A. Overtime Requirements. No SUBGRANTEE or subcontractor contracting for any part of the SUBGRANT work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1½) times his or her basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (A), SUBGRANTEE and any subcontractor responsible therefor shall be liable to any affected employee for his or her unpaid wages. In addition, such SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph A, in the sum of Ten Dollars (\$10) for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph A.
- C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Labor may withhold or cause to be withheld, from any moneys payable on account of work performed by SUBGRANTEE or its subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such SUBGRANTEE or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph B.

EXHIBIT 5

- D. Subcontracts. SUBGRANTEE shall insert in any subcontracts the clauses set forth in subparagraphs A, B, and C of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- E. Records. SUBGRANTEE shall maintain payroll records containing the information specified in 29 CFR §516.2(a). Such records shall be preserved for three (3) years from the completion of the SUBGRANT.

EXHIBIT 6

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 7
POLICY ON ADVANCES

EXHIBIT 7

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 Subgrantee's WIOA-funded program, SETA will, based on the financial need of the organization:

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

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

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

EXHIBIT 8

INTELLECTUAL PROPERTY PROVISIONS

INTELLECTUAL PROPERTY PROVISIONS

This Exhibit 8 incorporates the provisions of the subgrant between the Sacramento Employment and Training Agency (“SETA”) and the State of California, Employment Development Department (“EDD”) (“Intellectual Property Provisions”). As used herein, the term “Pass-through Entity” refers to EDD, the term “Subgrantee” refers to SETA and the term “Contractor” refers to the SUBGRANTEE of the SUBGRANT to which this Exhibit 8 is attached and incorporated into by reference. SUBGRANTEE’s rights and the rights of “Subgrantee” regarding Intellectual Property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions as set forth below:

Intellectual Property Provisions. Pursuant to 2 CFR 200.315, the Pass-through Entity acquires title to intangible property, as defined in 2 CFR 200.59 (“Intellectual Property”), which results directly or indirectly from the SUBGRANT. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use Intellectual Property which results directly or indirectly from the SUBGRANT for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property which results directly or indirectly from the SUBGRANT will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

The services to be performed by SUBGRANTEE under the SUBGRANT, identified in the Program Performance Overview attached as Exhibit 2 to the SUBGRANT, do not involve the creation of Intellectual Property that is subject to the Intellectual Property Provisions above. Intellectual Property that is owned by SUBGRANTEE and used in the provision of services identified in Exhibit 2 to the SUBGRANT is not subject to the Intellectual Property Provisions above.

EXHIBIT 9
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

EXHIBIT 9

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.

EXHIBIT 9

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

EXHIBIT 9

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 10

NONDISCRIMINATION ADDENDUM

NONDISCRIMINATION ADDENDUM

1. During the performance of the SUBGRANT, SUBGRANTEE 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), medical condition, age, disability, marital status, denial of family care leave, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE 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. SUBGRANTEE 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 12900 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into the SUBGRANT by reference and made a part thereof as if set forth in full.
3. SUBGRANTEE 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. SUBGRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the SUBGRANT.

EXHIBIT 11

WIOA COMPLAINT/GRIEVANCE PROCEDURES

WIOA COMPLAINT/GRIEVANCE PROCEDURES

A. COMPLAINTS OF VIOLATION(S) OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

If you are a participant or other interested party affected by the America's Job Center of California System operated by the Sacramento Employment and Training Agency ("SETA"), including a one-stop partner or service provider, and you believe that a violation of the requirements of the Workforce Innovation and Opportunity Act ("WIOA") has occurred, you may file a grievance or complaint with SETA as provided in 20 CFR 683.600, *et seq.* Such grievance or complaint must be filed with SETA within one (1) year of the alleged violation. Participants have the right to receive technical assistance. Such technical assistance includes providing instructions on how to file a grievance or complaint, providing relevant copies of documents such as the WIOA regulations, local policies, contracts, etc., and providing clarifications and interpretations or relevant provisions.

The grievance or complaint must be in writing, signed and dated by the grievant/complainant and shall contain the following information:

1. The full name, telephone number (if any) and mailing address of the grievant/complainant.
2. The full name, telephone number (if any) and mailing address of the respondent (the person or entity against whom the grievance/complaint is made).
3. A statement of the basis for the complaint, including the requirement of the WIOA that the grievant/complainant alleges has been violated.
4. A clear and concise statement of the facts, including pertinent dates, constituting the alleged violation.
5. The remedy being sought, which must be consistent with the requirement violated and the facts presented, and may only be one or more of the following remedies:
 - a. A suspension or termination of payments under the WIOA;
 - b. A prohibition of placement of a participant with an employer that has violated any requirement of the WIOA;
 - c. Reinstatement of an employee, payment of lost wages and benefits, and reestablishment of other relevant terms, conditions, and privileges of employment; and
 - d. Other appropriate forms of equitable relief.

Upon receipt of any such complaint or grievance, SETA will process the matter consistent with SETA's Complaint Resolution Procedure and will provide for an informal resolution or hearing of the matter within sixty (60) days of the filing of the grievance or complaint. Any grievance or complaint that alleges a labor standards violation may be submitted to binding arbitration between the parties, if a collective bargaining agreement covering the parties to the grievance or complaint so provides.

Any grievance or complaint may be appealed to the State of California, Employment Development Department (or other designated state department) if: (a) no decision is reached within sixty (60) days; or (b) either party is dissatisfied with SETA's determination.

Appeal of Local Level Decisions or Requests for EDD Review

If the Local Area has issued an adverse decision or failed to follow the procedures in this Directive, the complainant may file an appeal with the state. Additionally, if the Local Area has not issued a decision within the 60-day time limit, or if there has been any incident(s) of restraint, coercion, or reprisal at the local level as a result of filing a grievance or complaint, the complainant may file a request for EDD review.

The appeal or request for EDD review must be in writing, signed, and dated by the complainant. The state will attempt to obtain the following information. However, the absence of any of the requested information will not be used as a basis for dismissing the appeal or request for EDD review.

- The full name, telephone number, and mailing address of the complainant and the Local Area’s administrative entity.
- A statement of the basis of the appeal or request for EDD review.
- Copies of relevant documents, such as the complaint filed with the Local Area and their decision, if any was received.

Appeals must be filed or postmarked within 10 days from the date on which the complainant received an adverse decision from the Local Area. Requests for EDD review must be filed or postmarked within 15 days from either of the following:

- The date on which a complainant should have received a decision regarding a locally filed complainant, which is defined as five days from the date the decision was due.
- The date on which an instance of restraint, coercion, or reprisal was alleged to have occurred as a result of filing the complaint.

Complainants must submit appeals or requests for EDD review to the following address:

Chief, Compliance Review Office, MIC 22-M
 Employment Development Department
 P.O. Box 826880
 Sacramento, CA 94280-0001

B. COMPLAINTS OF DISCRIMINATION

If you believe that you have been discriminated against, you may file a complaint with SETA, consistent with 29 CFR Part 38 and Part 32, Subparts B and C and Appendix A. Complaints alleging discrimination should be filed within one hundred eighty (180) days of the alleged act of discrimination and should be filed with either SETA's Affirmative Action/Equal Employment Opportunity Officer (or his/her designee) or directly with the Director, Civil Rights Center, U. S. Department of Labor.

Director
 Civil Rights Center (“CRC”)
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Room N-4123
 Washington, D.C. 20210

D’et Saurbourne
 Administrative Services Deputy Director
 Sacramento Employment & Training Agency
 925 Del Paso Blvd., Suite 100
 Sacramento, CA 95815-3512
 Phone: (916) 263-3811

If you elect to file your complaint with SETA, you must wait either until SETA issues a written Notice of Final Action or until ninety (90) days have passed (whichever is sooner), before filing with

EXHIBIT 11

the CRC (see address above). If SETA has not provided you with a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you need not wait for such a Notice to be issued, but may file a complaint with the CRC within thirty (30) days of the expiration of the ninety (90) day period (in other words, within one hundred twenty (120) days after the day on which you filed your complaint with SETA). If you are dissatisfied with SETA's resolution of your complaint, you may file with CRC. Such a complaint must be filed within thirty (30) days of the date you received SETA's Notice of Final Action. A form for filing discrimination complaints with CRC is available from SETA's AA/EEO Officer. Complaints containing a variety of allegations, some of which address discrimination and others which do not, shall be bifurcated (divided into two separate parts) with the discrimination allegations forwarded to CRC and the remaining allegations to be heard by SETA.

C. ALTERNATIVE DISPUTE RESOLUTION (ADR)

As a complainant, you will be offered ADR immediately upon receipt of your complaint. The choice whether to use ADR rests with you.

If ADR is chosen, mediation will be provided. Mediation is a voluntary process during which a neutral third party will assist you and SETA to communicate concerns, and to come to an agreement about how to resolve the dispute. The mediator will not make a decision, rule as to who is right or wrong, nor will take sides or advocate for one side or the other. The role of the mediator will be to help with communication so you and SETA can reach an understanding about how to best resolve your differences.

Mediation proceedings and the information shared will be confidential and no information divulged during mediation may be used in court or any legal or administrative proceedings.

If you and SETA do not reach an agreement under ADR, you may file a complaint directly with the Civil Rights Center (CRC), as described in 29 CFR Sections 38.69 through 38.72. Either party to the agreement reached under ADR may file a complaint with the CRC in the event the agreement is breached. In such a circumstance, the following rules will apply:

- The non-breaching party may file a complaint with the CRC within thirty (30) days of the date on which the non-breaching party learns of the alleged breach.
- The CRC must evaluate the circumstances to determine whether the agreement has been breached. If the CRC determines that the agreement has been breached, you may file a complaint with the CRC based upon your original allegation(s), and the CRC will waive the time deadline for filing your complaint.

If you elect not to participate in the ADR process, SETA shall investigate the circumstances underlying the alleged complaint.

4. Tell Us About the Incident(s)

- Explain briefly what happened and how you were discriminated against.
- Provide the date(s) when the incident(s) occurred.
- Indicate who discriminated against you. Include names and titles if possible.
- If other people were treated differently than you, tell us how they were treated differently.
- Attach any documents that you think might help us better understand your complaint.

5. Please List Below Any Person(s) (Witnesses) That We May Contact for Additional Information to Support or Clarify the Complaint.

Name	Address	Phone

6. Basis for the Discrimination

Check the type of discrimination you experienced, such as age, race, color, national origin, disability, etc. If you believe more than one basis was involved, you may check more than one box.

- | | |
|--|--|
| <input type="checkbox"/> Age - <i>provide date of birth:</i>
<input type="checkbox"/> Color
<input type="checkbox"/> National Origin (Including limited English proficiency)
<input type="checkbox"/> Retaliation
<input type="checkbox"/> Gender - <i>Specify</i> <input type="checkbox"/> F <input type="checkbox"/> M
<input type="checkbox"/> Race - <i>indicate race:</i>
<input type="checkbox"/> Political Affiliation or Belief | <input type="checkbox"/> Citizenship
<input type="checkbox"/> Disability
<input type="checkbox"/> Religion
<input type="checkbox"/> Harassment
<input type="checkbox"/> Sex (including including pregnancy, childbirth, or related medical conditions, gender identity, and transgender status)
<input type="checkbox"/> Status as a program participant under the <i>Workforce Innovation Opportunity Act</i>
<input type="checkbox"/> Other (<i>Specify</i>): |
|--|--|

7. Have You Previously Filed a Complaint Against this Person(s)/Entity? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES , answer the questions below, if NO move to section 8.	
a.	Was your complaint in writing? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	On what date did you file the complaint?
c.	Name of office where you filed your complaint: Address: _____ City: _____ State: _____ ZIP Code: _____ Phone number: () - Contact person (<i>if known</i>): _____
d.	Have you been provided a final decision or report? <input type="checkbox"/> Yes <input type="checkbox"/> No If you marked "YES", please attach a copy of the complaint.

8. What Corrective Action or Remedy Do You Seek? Please Explain.

9. Choosing a Personal Representative	
<ul style="list-style-type: none"> ▪ You may choose to have someone else represent you in dealing with this complaint. It may be a relative, friend, union representative, an attorney, or someone else. ▪ If you choose to appoint someone to represent you, all of our communication to you will be routed through your representative. 	
Do you want to authorize a personal representative to handle this complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES , complete the section below. If NO , go to Section 10.	
AUTHORIZATION OF PERSONAL REPRESENTATIVE	
I wish to authorize the individual identified below to act on my behalf as my personal representative, in matters such as mediation, settlement conferences, or investigations regarding this complaint.	
Name: _____	
<input type="checkbox"/> I am an attorney representing the complainant. <input type="checkbox"/> I am not an attorney representing the complainant.	
Mailing Address: _____	
City: _____	State: _____ Zip Code: _____
Phone : () -	Fax: () -
Email: _____	

10. Alternate Dispute Resolution (ADR) Also Known as Mediation

Notice—You must indicate if you wish to mediate your case. The Local Area Workforce Development Area cannot begin to process your complaint until you have made a selection. Please check **YES** or **NO** in the spaces below.

- Mediation is an alternative to having your complaint investigated.
- Neither party loses anything by mediating.
- The parties to the complaint review the facts, discuss opinions about the facts, and strive for an agreement that is satisfactory for both.
 - Agreement to mediate is not an admission of guilt by the person(s)/entity that you claim discriminated against you.
 - Mediation is conducted by a trained, qualified and impartial mediator.
 - You (or your Personal Representative) have control to negotiate a satisfactory agreement.
 - **Terms of the agreement are signed by the complainant and the person(s)/entity that you claim discriminated against you.**
 - **Agreements are legally binding on both parties.**
 - If an agreement is not reached, a formal investigation will start.
 - Failure to keep an agreement will result in a formal investigation.
 - A formal investigation will be opened if retaliation is reported.
- **Do you wish to mediate your complaint?**
(Please check only one box)

YES, I want to mediate. **NO**, please investigate.

If you select “YES” you will be contacted within five business days with more information.

11. Complainant Signature

Your signature on this form will initiate the processing of this complaint. By signing this form, you are declaring under penalty of perjury that the information included is true and correct to the best of your knowledge of belief.

Signature:

Date:

EXHIBIT 12

**POLICY ON CONFIDENTIALITY OF PARTICIPANT
RECORDS**

POLICY ON CONFIDENTIALITY OF PARTICIPANT RECORDS

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

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

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

OWNERSHIP

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

ACCESS

- I. Those persons that may have possession of participant records include only:
 - a. Specific program staff designated by the Program Operator; and
 - b. Those persons designated by SETA.
- II. The only persons who may review the participant records, in addition to those specified in I, are SETA-authorized public and/or private auditors.
- 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 13

STANDARD CONDITIONS TO SERVICE PROVIDER SUBGRANT UNDER THE WORFORCE INNOVATION AND OPPORTUNITY ACT

**STANDARD CONDITIONS
TO
SERVICE PROVIDER SUBGRANT**

1. Purpose of Standard Conditions

The Sacramento Employment and Training Agency (“SETA”) is a Grant Recipient and Administrator under the Workforce Innovation and Opportunity Act (“WIOA”), as enacted or as it may be amended. SUBGRANTEE is a SUBGRANTEE of SETA under WIOA and desires to operate a program under WIOA strictly in accordance with said statutes, all applicable federal, state and local laws and administrative regulations, applicable policies of SETA, and these STANDARD CONDITIONS TO SERVICE PROVIDER SUBGRANT (hereinafter the “SUBGRANT”). These STANDARD CONDITIONS set forth terms and conditions applicable to, and are incorporated by reference and made a part of, a SERVICE PROVIDER SUBGRANT (hereinafter the “SUBGRANT”) between SETA and SUBGRANTEE. SUBGRANTEE shall operate the activities in accordance with: the WIOA and the regulations promulgated thereunder; the Governor’s policies and procedures issued pursuant to the WIOA, and any amendments thereto, or any new legislation, regulation, policy and/or procedure which may replace the WIOA; all applicable federal, state and local laws and administrative regulations, and applicable SETA and state policies and procedures; and each of the following documents and Exhibits incorporated by reference and made a part of the SUBGRANT - *Response to Request for Proposals* prepared by SUBGRANTEE and separately submitted to SETA; Exhibit 1 - *Resolution Authorizing Execution of WIOA Service Provider Subgrant*; Exhibit 2 - *Program Performance Overview*; Exhibit 3 - *Program Budget and Cost Allocation Plan*; Exhibit 4 - *Special Conditions*, if any; Exhibit 5 - *WIOA Assurances and Certifications*; Exhibit 6 - *Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures*; Exhibit 7 - *Policy on Advances*; Exhibit 8 - *Intellectual Property Provisions*; Exhibit 9 - *Insurance Requirements*; Exhibit 10 - *Nondiscrimination Addendum*; Exhibit 11 - *WIOA Complaint/Grievance Procedures*; Exhibit 12 - *Policy on Confidentiality of Participant Records*; and Exhibit 13 - *Standard Conditions to Service Provider Subgrant*.

2. Evidence of Nonprofit Status

If SUBGRANTEE is not a public agency as defined by applicable law, SUBGRANTEE shall submit proof of continuing nonprofit status to SETA. Evidence of nonprofit status,

EXHIBIT 13

in accordance with SETA's prequalification requirements, shall be on file with SETA prior to execution of the SUBGRANT. 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 SUBGRANT shall be as set forth on the front page of the SUBGRANT. SUBGRANT 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 SUBGRANT, in its sole discretion, extend the term of the SUBGRANT up to the maximum number of annual extensions set forth on the front page of the SUBGRANT by giving notice to SUBGRANTEE prior to July 1 in any given year. Any such extension shall be consistent with GRANT 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 SUBGRANT and may include, in the sole discretion of SETA, a cost-of-living adjustment (COLA) up to a maximum equal to the average All Cities CPI or no more than that proposed in SUBGRANTEE's proposal, whichever is lower. Any proposed COLA must, at a minimum, be justified by actual increases in operating costs and properly documented and negotiated with SETA's contracts accountant. Such justification does not, however, guarantee receipt of a COLA, which remains solely within the discretion of SETA. Should the amount of funding be different than identified in the SUBGRANT, program and budget modifications shall be made in proportion to this change. In addition, SETA may, in its sole discretion, provide for a unilateral modification which may provide for changes in SUBGRANTEE'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 SUBGRANTEE for allowable and authorized costs incurred in the performance of the SUBGRANT in accordance with the following:

(a) Total Reimbursement

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

EXHIBIT 13**(b) Reports**

Reimbursement of costs incurred in the performance of the SUBGRANT shall be based on the timely filing of required reports by SUBGRANTEE. SUBGRANTEE 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 SUBGRANT. SETA may require SUBGRANTEE to submit other and additional reports or may require SUBGRANTEE 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 of SUBGRANTEE to submit timely and/or complete reports may, at the option of SETA, result in suspension and/or termination of the SUBGRANT.

(c) Final Report

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

(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 approved by SETA, attached as Exhibit 3 to the SUBGRANT and incorporated therein by reference. Supplies, materials, equipment or services purchased with SUBGRANT funds shall be used solely for purposes allowed under the SUBGRANT. In order to be eligible for reimbursement under the SUBGRANT, performance and all expenditures must be consistent with said Program Budget and Cost Allocation Plan, the SUBGRANT, and all applicable laws and regulations, including SETA policies and procedures. Expenditures of SUBGRANTEE 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 SUBGRANTEE's claims if such claims are not commensurate with the services rendered. If SUBGRANTEE's claims exceed the level of cost per

EXHIBIT 13

participant served, they may be subject to a reduction. Funding provided pursuant to the SUBGRANT will not be used by SUBGRANTEE to offset funding otherwise available from the State of California (hereinafter referred to as the "State") or SETA in SUBGRANTEE's operations of WIOA 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

SUBGRANTEE, in its procurement activities under the SUBGRANT, shall comply with all applicable federal and State procurement regulations, as well as other applicable federal, State and SETA guidelines, procedures and policies. SUBGRANTEE agrees to assume all responsibility for such SUBGRANTEE procurement activities and agrees to indemnify and hold SETA harmless from any audit exceptions relative to a violation by SUBGRANTEE of any procurement requirement.

- (1) Contracts for Professional Services - Pursuant to the provisions of the federal Office of Management and Budget ("OMB") requirements contained in the OMB Super Circular (2 CFR Part 200) and any applicable implementing regulations or any subsequently-promulgated replacement OMB Circulars or regulations, whichever are applicable, costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of SUBGRANTEE 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 SUBGRANTEE. 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, SUBGRANTEE shall obtain written approval of SETA prior to purchasing the fixed assets. If fixed assets are to be used for more than the WIOA program, the cost shall be allocated accordingly. For the purpose of the SUBGRANT, fixed assets shall be defined in accordance with SETA's Fixed Assets, Information Technology and Low-Value Inventory Policies

EXHIBIT 13

and Procedures, attached as Exhibit 6 to the SUBGRANT and incorporated therein by reference.

(f) Separate Accounting/Advances

SUBGRANTEE shall keep a separate accounting for the funds provided under the SUBGRANT, and no part of any funds advanced shall be commingled with other funds of SUBGRANTEE. Advance payments shall be made in accordance with SETA's Policy on Advances, attached as Exhibit 7 to the SUBGRANT and incorporated therein by reference. All WIOA 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

SUBGRANTEE acknowledges that, consistent with the national and state goal of expanding the opportunities for minority business enterprises, SUBGRANTEE 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 State of California, Employment Development Department (hereinafter referred to as the "EDD") pursuant to WIOA, and SUBGRANTEE hereby waives any claim it may have against any other funds of SETA. The SUBGRANT is valid and enforceable only if sufficient funds are made available to SETA by the EDD for the purpose of conducting the program identified in the SUBGRANT. Any expenditures or obligations by SUBGRANTEE made prior to the commencement date of the term of SETA's agreement with the EDD will not be accepted by SETA for reimbursement and SETA shall have no obligation to SUBGRANTEE regarding these claims or any costs or debts incurred by SUBGRANTEE prior to such commencement date.

(i) Close-Out

EXHIBIT 13

SUBGRANTEE agrees to cooperate fully with SETA to ensure that the program authorized in the SUBGRANT is “closed-out” within thirty (30) calendar days of the termination of the SUBGRANT. Full cooperation shall require SUBGRANTEE 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

SUBGRANTEE 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 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 SUBGRANTEE shall meet the federal OMB requirements contained in the OMB Super Circular (2 CFR Part 200), any applicable federal regulations implementing the Super Circular and any subsequently-promulgated replacement circular.
- (2) SUBGRANTEE shall establish such fiscal controls, recordkeeping and accounting procedures as required by WIOA and State and federal regulations and as may be deemed necessary by the Governor or SETA to ensure the proper disbursement of, and accounting for, funds paid to SUBGRANTEE pursuant to the SUBGRANT. SUBGRANTEE 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 SUBGRANT is in accordance with the terms of the SUBGRANT, applicable federal and State regulations and circulars, and SETA policies and procedures. If SUBGRANTEE is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

EXHIBIT 13

- (3) SUBGRANTEE shall maintain a financial management system that provides for the following:
 - (i) Accurate, current and complete disclosure of the financial status of the SUBGRANT;
 - (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 SUBGRANT.
- (5) Upon request from SETA, SUBGRANTEE shall submit a certificate prepared by an independent accountant stating that SUBGRANTEE's accounting system and internal controls are adequate to record and safeguard the assets entrusted to SUBGRANTEE.

(b) Income Generation

SUBGRANTEE 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 SUBGRANT and shall abide by SETA directives regarding the use of such income. SUBGRANTEE shall not expend SUBGRANT-related income unless or until authorized, in writing, by SETA.

EXHIBIT 13

(c) Coordination of WIOA Training Funds

WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay the costs of their training, or require additional assistance to pay for such training. SUBGRANTEE shall coordinate training funds available and make funding arrangements with America's Job Center of California partners and other entities to apply these provisions. SUBGRANTEE shall consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIOA funds supplement other sources of training grants. Other government Education Assistance Programs include, but are not limited to, the Pell Grant program, the Supplemental Education Opportunity Grant program, the Work-study program, and federal loan programs such as federal Perkins Loans, federal Stafford Loans and federal Direct Stafford Loans, Cal Grant C and California Guaranteed Student Loans. Receipt of Education Assistance Program funds shall be recorded in the Individual Employment Plan of each participant, which shall identify the participant's training-related financial assistance needs and the mix of WIOA and other education assistance program funds, including Pell Grant funds. SUBGRANTEE shall ensure, to the maximum extent practicable, that available federal, state, and local resources are coordinated sufficiently to meet the training and education-related costs of services, so that the participant can afford to complete the agreed-upon program successfully.

(d) Additional Funding

SUBGRANTEE 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 SUBGRANTEE hereunder upon redetermination of the appropriateness of the reimbursement of costs under the SUBGRANT.

(e) Reports

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

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

EXHIBIT 13

SUBGRANTEE shall prepare and maintain records as required by SETA which relate to SUBGRANTEE'S performance under the SUBGRANT, 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, the U.S. Department of Labor (hereinafter referred to as the "DOL"), the EDD, the Office of Inspector General (hereinafter the "OIG") and the Comptroller General, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records or other records of SUBGRANTEE and all subcontractors that are pertinent to the SUBGRANT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of SUBGRANTEE. This right also includes timely and reasonable access to SUBGRANTEE and all subcontractor personnel for the purposes of interview and discussion related to such documents. This right of access shall continue as long as the records are retained but, in no event, be less than the required retention period set forth in Paragraph 6(h), below. SETA shall have the further right to observe, monitor, evaluate and examine SUBGRANTEE's program operation and its offices and facilities utilized in the performance of the SUBGRANT.

(g) Participant Files

SUBGRANTEE shall ensure that SUBGRANTEE and all subcontractors will maintain individual participant case files and make these files available to and open for inspection by appropriate SETA, EDD and federal DOL representatives.

(h) Preservation of Records

SUBGRANTEE shall preserve and make available all of its records related to the SUBGRANT 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 four (4) years from the later of:

- (1) The date of final payment to SUBGRANTEE under the SUBGRANT and any extension or renewal thereof and all other pending matters are closed;
- (2) The end of the fiscal year during which the SUBGRANT or any extension or renewal thereof is terminated; or

EXHIBIT 13

(3) The completion and finalization of all pending federal, State and SETA audits for the fiscal year during which the SUBGRANT is terminated.

If, at the end of four (4) years, there is ongoing litigation or any claim or audit remains unresolved, SUBGRANTEE shall retain the records until final resolution of such litigation, claim or audit. If the SUBGRANT is terminated or if SUBGRANTEE 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 SUBGRANTEE. In the event the records pertaining to the SUBGRANT are maintained outside Sacramento County, California, SUBGRANTEE 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.

(i) 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 SUBGRANT, shall be clearly identified and readily accessible.

(j) Support of Salaries and Wages

Charges to the program for salaries and wages of SUBGRANTEE's employees shall be based upon documented payrolls approved by a responsible official of SUBGRANTEE. 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 SUBGRANT. Reports maintained by SUBGRANTEE 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.

EXHIBIT 13

- (2) Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to SUBGRANTEE.
 - (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 shall 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 DOL regulations implementing the Fair Labor Standards Act. For the purpose of the SUBGRANT, 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, attached to the SUBGRANT as Exhibit 3 and incorporated therein by reference.
- (k) Disallowed Costs
 SUBGRANTEE will be liable for and will repay to SETA any amounts expended under the SUBGRANT found not to be in accordance with the WIOA and the provisions of the SUBGRANT including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under the WIOA.
- (l) Audit and Monitoring
 SUBGRANTEE shall comply with the audit requirements set forth in the Super Circular (2 CFR Part 200) and any applicable federal implementing regulations. SUBGRANTEE is responsible for procurement of an annual audit of funds provided by SETA under the SUBGRANT as specified in the Super Circular or any subsequently-promulgated replacement circular. All agreements entered into by SUBGRANTEE with audit firms for purposes of conducting independent audits

EXHIBIT 13

under the SUBGRANT 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 SUBGRANT if such payment is authorized by the Super Circular or any subsequently-promulgated replacement circular. Said audit shall be conducted in accordance with generally accepted accounting principles and auditing standards. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants ("AICPA") 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 Expenditures of Federal Awards. The report shall show receipt and expenditure of the funds provided under the SUBGRANT. SUBGRANTEE shall provide SETA one (1) copy of the audit report no later than one hundred eighty (180) calendar days after the end of SUBGRANTEE's fiscal year. Said report shall be sent to:

Fiscal Department Chief
Sacramento Employment and Training Agency
925 Del Paso Blvd., Suite 100
Sacramento, CA 95815-3512

Additionally, the State of California, the California Bureau of State Audits, the federal government and SETA, or their individual designees, shall have the right to monitor and audit SUBGRANTEE and all subcontractors providing services under the SUBGRANT through on-site inspections and audits and other applicable means as the State, the Bureau of State Audits, 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. SUBGRANTEE shall have the 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 SUBGRANT. SUBGRANTEE shall be liable to SETA for the full amount of SETA's liability to the State of California or to the federal government

resulting from any audit exceptions relating to SUBGRANTEE's performance under the SUBGRANT.

7. Special SUBGRANT Conditions

SETA shall have the right, in its sole and exclusive discretion, to impose, in accordance with applicable regulations, special conditions that correspond to the degree of risk assessed if SETA has determined that SUBGRANTEE:

- (a) Has a history of unsatisfactory performance;
- (b) Is not financially stable;
- (c) Has a management system which does not meet the management standards set forth in the SUBGRANT; or
- (d) Has not conformed to terms and conditions of a previously awarded subgrant.

Special funding restrictions shall be included in the SUBGRANT that correspond to the degree of risk assessed. Funding restrictions may include, but are not limited to:

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

If any such funding restrictions are imposed by SETA, SETA shall notify SUBGRANTEE, in writing, of:

- (i) The nature of the funding restrictions;
- (ii) The reason(s) the funding restrictions were imposed;
- (iii) The corrective actions which must be taken by SUBGRANTEE before the funding restrictions will be removed and the time allowed for completing the corrective actions; and
- (iv) The method of requesting reconsideration of the restrictions imposed.

EXHIBIT 13

Any notice of special conditions shall be substantially in the form attached as Exhibit 4 to the SUBGRANT and incorporated therein by reference.

8. Deobligation of Funds

Should SUBGRANTEE fail to timely meet the performance standards as set forth in the SUBGRANT (specifically including the *Response to Request for Proposals*, submitted separately by SUBGRANTEE to SETA and hereby incorporated into the SUBGRANT by reference) for the operation of the program identified in the SUBGRANT, SETA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. Should the EDD reduce funding to SETA, SETA may, notwithstanding any other provision of the SUBGRANT, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. In the event of deobligation, SETA may unilaterally amend the SUBGRANT identifying the deobligation. SETA shall have no liability to SUBGRANTEE based upon said deobligation or termination, specifically including, but not limited to, any liability for SUBGRANTEE's consequential damages.

9. Suspension or Disallowance of Payments/Suspension of Performance

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

- (a) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of suspension on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (1) false information is contained in any certification; or (2) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (b) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;

EXHIBIT 13

- (c) If SUBGRANTEE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (d) If SUBGRANTEE shall fail to submit timely and/or complete claim forms;
- (e) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of its activities and program;
- (f) If SUBGRANTEE maintains a pattern of discrimination;
- (g) If SUBGRANTEE is in default of any of the provisions of the SUBGRANT or violates any of the covenants, assurances, stipulations or conditions of the SUBGRANT;
- (h) If SUBGRANTEE shall fail, for any reason, to fulfill in a timely, proper and reasonable manner its obligations under the SUBGRANT;
- (i) If SUBGRANTEE 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;
- (j) If the EDD reduces funding to SETA below the amount in existence at the time the parties entered into the SUBGRANT;
- (k) If SUBGRANTEE utilizes funds provided under the SUBGRANT ineffectively or improperly;
- (l) If SUBGRANTEE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or Governor or SETA policies and procedures;
- (m) If the EDD suspends its obligations under the agreement between the EDD and SETA (should this occur and SETA is unable to give SUBGRANTEE five (5) calendar days' notice, SETA shall provide SUBGRANTEE reasonable notice under the prevailing circumstances); or
- (n) If SUBGRANTEE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or SETA.

Any obligations incurred by SUBGRANTEE 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.

10. Termination of SUBGRANT**(a) For Debarment**

If, at any time during the term of the SUBGRANT, SUBGRANTEE is included on any federal List of Parties Excluded from Federal Procurement and Non-procurement Programs and, therefore, is debarred from receiving federal funds, the SUBGRANT shall automatically terminate at the beginning of the next ensuing program year commencing on July 1 of the year of debarment. Since SUBGRANTEE will have previously been provided with an opportunity to appeal relative to the unpaid final debt from which debarment has emanated, SUBGRANTEE shall have no right to appeal its debarred status or the termination of the SUBGRANT resulting therefrom.

(b) For Cause

SETA may terminate the SUBGRANT in the following instances by giving written notice to SUBGRANTEE at least five (5) calendar days prior to the effective termination date stated in the notice:

- (1) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of termination on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (A) false information is contained in any certification; or (B) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (2) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;
- (3) If SUBGRANTEE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (4) If SUBGRANTEE shall fail to submit timely and/or complete claim forms;

EXHIBIT 13

- (5) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of its activities and program;
- (6) If SUBGRANTEE maintains a pattern of discrimination;
- (7) If SUBGRANTEE is in default of any of the provisions of the SUBGRANT or violates any of the covenants, assurances, stipulations or conditions of the SUBGRANT;
- (8) If SUBGRANTEE shall fail, for any reason, to fulfill in a timely, proper and reasonable manner its obligations under the SUBGRANT;
- (9) If SUBGRANTEE 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;
- (10) If the EDD reduces funding to SETA below the amount in existence at the time the parties entered into the SUBGRANT;
- (11) If SUBGRANTEE utilizes funds provided under the SUBGRANT ineffectively or improperly;
- (12) If SUBGRANTEE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or Governor or SETA policies and procedures;
- (13) If the EDD suspends or terminates its obligations under the agreement between the EDD and SETA (should this occur and SETA is unable to give SUBGRANTEE five (5) calendar days' notice, SETA shall provide SUBGRANTEE reasonable notice under the prevailing circumstances); or
- (14) If SUBGRANTEE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or SETA.

(c) For Convenience

SETA may terminate the SUBGRANT for convenience at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

(d) Payment Upon Termination

EXHIBIT 13

If the SUBGRANT is terminated by SETA, as provided in this Paragraph 10, SUBGRANTEE, 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 SUBGRANT, SUBGRANTEE 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 SUBGRANTEE for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under the SUBGRANT shall, at the option of SETA, become the property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding the above, SUBGRANTEE shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of the SUBGRANT by SUBGRANTEE, including SETA's liability for funds wrongfully used or misspent by SUBGRANTEE, disallowed costs, or audit exceptions under the SUBGRANT, and SETA may withhold any payment or reimbursement to SUBGRANTEE for purposes of setoff until such time as the exact amount of damages due SETA from SUBGRANTEE is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of the SUBGRANT, shall release SUBGRANTEE from its liability to SETA for wrongfully used or misspent funds or disallowed costs should the amount of those wrongfully used or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due SUBGRANTEE.

11. Procedures for Corrective Action

- (a) Whenever SETA has reasonable cause to believe that SUBGRANTEE has failed to comply with any provision of the WIOA, State of California legislation implementing the WIOA, any provision of the SUBGRANT, SETA or Governor policies or procedures, and/or applicable federal, state and local laws, executive orders, or administrative regulations, then SETA may, in lieu of immediately giving notice of termination of the SUBGRANT pursuant to the provisions of Paragraph 10 above, order corrective action and disallow, suspend or delay any and all payments under Paragraph 9 above, and/or suspend performance under the SUBGRANT, until such failure is rectified.
- (b) If corrective action is ordered, SETA shall give SUBGRANTEE reasonable written

EXHIBIT 13

notice (generally no more than thirty (30) calendar days) setting forth the nature of SUBGRANTEE's noncompliance and identifying a procedure whereby SUBGRANTEE 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 SUBGRANTEE and/or suspend performance in accordance with Paragraph 9 above during said period of corrective action.
- (e) If SUBGRANTEE 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 SUBGRANT be terminated in accordance with the provisions of Paragraph 10 above.
- (f) Notwithstanding the provisions of this Paragraph 11, SETA shall immediately suspend the payment of funds to SUBGRANTEE when SETA has reasonable cause to believe that SUBGRANTEE has misspent or claimed funds fraudulently and shall cause to be served upon SUBGRANTEE notice of termination pursuant to Paragraph 10 above.

12. Property

- (a) Any real and personal property acquired by SUBGRANTEE pursuant to the SUBGRANT 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's 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 SUBGRANTEE's obligations under the SUBGRANT unless otherwise approved in writing by SETA. If real or personal property is used for other than the WIOA program, the cost shall be allocated accordingly. All property purchased must be in accordance with the provisions of the SUBGRANT, including the Program Budget and Cost Allocation Plan, attached thereto as Exhibit 3 and incorporated therein by reference. However, any other provision of the SUBGRANT

EXHIBIT 13

notwithstanding, SUBGRANTEE shall not make any improvement to real property in the amount of One Thousand Dollars (\$1,000) or more or purchase any computer-related equipment without the advance written approval of SETA. Title to real and personal property purchased with funds provided under the SUBGRANT shall vest in SETA and shall, at SETA's request and discretion, be returned to SETA upon termination of the SUBGRANT. At the time of purchase of equipment under the terms hereto, SUBGRANTEE shall submit a list of such equipment in accordance with instructions from SETA.

- (b) Title to intangible personal property produced or acquired pursuant to the SUBGRANT, including patents and copyrights, shall vest and be held in accordance with applicable SETA, DOL and EDD requirements. SUBGRANTEE shall immediately report to SETA any discovery or invention that arises or is developed in the performance of or under the SUBGRANT.
- (c) SUBGRANTEE shall exercise due care in the use, maintenance, protection and preservation of SETA-owned property in SUBGRANTEE's possession or any other property purchased by SUBGRANTEE with funds provided under the SUBGRANT. Such care shall include insurance coverage against loss or damage to such property.

13. Intellectual Property Provisions

SUBGRANTEE acknowledges that its rights and the rights of SETA regarding intellectual property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions of SETA's State subgrant and, accordingly, SUBGRANTEE shall comply with the Intellectual Property Provisions attached to the SUBGRANT as Exhibit 8 and incorporated therein by reference.

14. 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 SUBGRANT including those covered by copyright. SETA reserves the right to use and reproduce all reports and data produced and delivered pursuant to the SUBGRANT and reserves the right to authorize others to use and reproduce such materials. Any other provision of the SUBGRANT notwithstanding, SUBGRANTEE shall grant to SETA, the federal government and the State a royalty-free, nonexclusive and irrevocable license throughout the world, for

EXHIBIT 13

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 SUBGRANT, such license shall be only to the extent that SUBGRANTEE has the right to grant such license without becoming liable to pay compensation to others because of such grant. SUBGRANTEE shall exert all reasonable effort to advise SETA, at the time of delivery of data furnished under the SUBGRANT, 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 SUBGRANT and not licensed under this paragraph. SUBGRANTEE 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. SUBGRANTEE shall report to SETA, promptly and in written detail, each notice of claim of copyright infringement received by SUBGRANTEE with respect to all data delivered under the SUBGRANT.

15. Right to Reuse

If, under the provisions of the SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, then the methods, materials, logic and systems developed pursuant to the SUBGRANT 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.

16. Insurance

During the term of the SUBGRANT, SUBGRANTEE shall maintain insurance coverages in conformance with the Insurance Requirements of Exhibit 9, attached to the SUBGRANT and incorporated therein by reference.

17. Facilities

SUBGRANTEE shall operate the program(s) funded by the SUBGRANT 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, regulations, and any subsequent amendments thereto.

18. Personnel

(a) By signing the SUBGRANT, the SUBGRANTEE represents that it has, or will

EXHIBIT 13

secure at its own expense, all personnel required to perform its obligations under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with SETA, and SUBGRANTEE 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 SUBGRANT.

- (b) If the SUBGRANT includes services in excess of Two Hundred Thousand Dollars (\$200,000), SUBGRANTEE shall give priority consideration in filling vacancies in positions funded by the SUBGRANT to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- (c) By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that:
 - (i) No apparel, garments or corresponding accessories, equipment or supplies furnished pursuant to the SUBGRANT have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor; and
 - (ii) That SUBGRANTEE adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
- (d) All of the obligations and/or services to be performed by SUBGRANTEE pursuant to the SUBGRANT shall be performed by SUBGRANTEE or by employees of SUBGRANTEE under SUBGRANTEE's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services.
- (e) SUBGRANTEE shall ensure that in the performance of its obligations under the SUBGRANT, no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of SUBGRANTEE's obligations, as determined by SETA, shall be employed, engaged or retained.
- (f) In the event that the DOL, the EDD, or SETA, in their sole discretion, either

EXHIBIT 13

singularly or jointly, at any time during the term of the SUBGRANT, desires the removal of any person or persons assigned by SUBGRANTEE to perform services pursuant to the SUBGRANT, SUBGRANTEE shall remove any such person immediately upon receiving notice from the DOL, the EDD or SETA.

- (g) SUBGRANTEE shall not substitute for personnel set forth in its proposal or the SUBGRANT without the prior written consent of SETA.

19. Maintenance of Effort

By signing the SUBGRANT, SUBGRANTEE agrees and certifies that in the performance thereof:

- (a) No currently-employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits).
- (b) SUBGRANTEE shall consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under the SUBGRANT. SUBGRANTEE's program shall not impair existing contracts for services or existing collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within thirty (30) calendar days of receipt thereof.
- (c) No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the SUBGRANT.
- (d) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

20. Debarment, Suspension, Termination and/or Revocation

- (a) By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that SUBGRANTEE will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, and any replacement regulations subsequently adopted, and

EXHIBIT 13

that to the best of its knowledge that neither it nor any of its principals to be used in the performance of the SUBGRANT:

- (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 SUBGRANT 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 (a)(2) of this Paragraph 20; and
 - (4) Has within a three (3) year period preceding the SUBGRANT 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, SUBGRANTEE and/or any of its principals shall attach to the SUBGRANT an account of the circumstances and any explanations therefor.
- (c) SUBGRANTEE shall also require this certification from any subcontractors that perform services under the SUBGRANT.

21. Pro-Children Act of 1994

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

22. Prior Findings

SUBGRANTEE, by signing the SUBGRANT, 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.

23. National Labor Relations Board Certification

By signing the SUBGRANT, SUBGRANTEE 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 SUBGRANTEE within the immediately preceding two-year period because of SUBGRANTEE's failure to comply with an order of a federal court which orders SUBGRANTEE to comply with an order of the National Labor Relations Board.

24. Wages/Salary and Bonus Limitations

SUBGRANTEE agrees to comply with applicable regulations and standards of the federal and State governments and SETA's policies and determinations in establishing wages and prices. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including any funds paid to SUBGRANTEE under the SUBGRANT, shall be used by SUBGRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter 5-06 for further clarification. The incurrence of costs and receipt of reimbursement for such costs under the SUBGRANT shall constitute certification that SUBGRANTEE has read, and is in compliance with, this condition.

25. Nepotism

No member of the immediate family of any officer, director, executive or employee of SUBGRANTEE, SETA or the EDD shall receive favorable treatment for enrollment in services provided by, or employment with, SUBGRANTEE, nor shall any individual be placed in a WIOA employment activity funded under the SUBGRANT if a member of that individual's immediate family is directly supervised by or directly supervises that individual. In addition, neither SUBGRANTEE nor any of SUBGRANTEE'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 WIOA, if a member of that person's immediate

EXHIBIT 13

family is employed in an administrative capacity for SETA, SUBGRANTEE or any employment contractor of SUBGRANTEE. However, where an applicable federal, State or local statute regarding nepotism exists which is more restrictive than this provision, SUBGRANTEE and SUBGRANTEE'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 SUBGRANTEE, or where that individual would be the supervisor of an individual paid with funds provided under the SUBGRANT or performing duties under the SUBGRANT.
- (c) The term "staff position" refers to all staff positions providing services under WIOA, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Standards of Conduct/Conflict of Interest

- (a) Every reasonable course of action shall be taken by SUBGRANTEE in order to maintain the integrity of the expenditure of public funds pursuant to the SUBGRANT and to avoid favoritism and questionable or improper conduct. The SUBGRANT shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. SUBGRANTEE shall conform to the nondiscrimination requirements as referenced in WIOA Section 188.
- (b) Neither an officer, director, executive or employee of SUBGRANTEE, nor an elected official in the area or a member of a Workforce Investment Board, 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 SUBGRANTEE.
- (c) SUBGRANTEE 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

EXHIBIT 13

performance of the SUBGRANT, in awarding financial assistance and in the conduct of procurement activities involving WIOA funds.

- (d) SUBGRANTEE 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.
- (e) SUBGRANTEE shall abide by all applicable federal and State laws and regulations and SETA's policies regarding conflict of interest.

27. Employment of Former State Employees

SUBGRANTEE 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 SUBGRANT will not be assigned to any part or phase of the activities conducted pursuant to the SUBGRANT for a period of not less than two (2) years following the termination of such employment.

28. Nondiscrimination/Equal Opportunity

In addition to the Nondiscrimination and Equal Opportunity assurances contained in the Assurances and Certifications attached as Exhibit 5 to the SUBGRANT and the Nondiscrimination Addendum attached as Exhibit 10 to the SUBGRANT (each incorporated therein by reference), the SUBGRANT and any subcontract thereunder is subject to, and by executing this SUBGRANT, SUBGRANTEE certifies that it will comply fully with the following laws: (a) the President's Executive Order 11246 entitled "Equal Employment Opportunity," and any subsequent amendments thereto specifically including 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 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; and (f) all requirements imposed by or pursuant to regulations of the DOL, the EDD and SETA. SUBGRANTEE shall ensure that any service, financial aid program or other benefit to be provided by SUBGRANTEE under the SUBGRANT or any activity supported by the SUBGRANT shall be furnished without discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including

EXHIBIT 13

limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall not deny any individual an opportunity to participate in, or enjoy the services or benefits of, the SUBGRANT 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, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall 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, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall also state in all solicitations or advertisements for employment placed by or on behalf of SUBGRANTEE, 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, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE 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.

29. Section 504 of the Rehabilitation Act

SUBGRANTEE 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.

30. Complaints/Grievances

SUBGRANTEE shall provide a process for dealing with grievances and complaints from participants and other interested parties affected by SUBGRANTEE's programs funded pursuant to the SUBGRANT. This system shall be in accordance with the WIOA Complaint/Grievance Procedures issued by SETA, attached to the SUBGRANT as Exhibit 11 and incorporated therein by reference.

31. Coordination of Programs and Activities

SUBGRANTEE shall, to the maximum extent feasible, coordinate all programs and activities supported under the SUBGRANT with other programs under the WIOA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

32. Confidentiality

SUBGRANTEE shall abide by all applicable laws, regulations, Governor and SETA policies and procedures regarding the release of participant identities and information. A copy of SETA's Policy on Confidentiality of Participant Records is attached to the SUBGRANT as Exhibit 12 and incorporated therein by reference. The State of California provides to SETA information resources, including data (information) and application (program) files and databases. The State information is confidential when it defines an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification and destruction. Sources of information include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug

EXHIBIT 13

Programs and individuals requesting program services. If SUBGRANTEE receives any confidential information, either directly or through SETA, pursuant to the SUBGRANT, SUBGRANTEE shall:

- (a) Keep all such information in the strictest confidence and make the information available to its own employees only on a “need-to-know” basis as specifically authorized by SETA.
- (b) Provide security sufficient to ensure protection of confidential information from improper use and disclosure, including sufficient administrative, physical and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- (c) Insure that information obtained under the SUBGRANT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in the SUBGRANT.
 - (1) Aggregate Summaries: All reports and/or publications obtained under the SUBGRANT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication: SUBGRANTEE shall carefully analyze aggregated data outputs to ensure that the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three (3) participants for any data table released to outside parties or to the public.
- (d) Insure that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- (e) Notify SETA as soon as practical, but in every case soon enough to permit SETA to notify EDD’s Information Security Office of any actual or attempted information security incidents, within twenty-four (24) hours of initial detection. Information Security Incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, destruction or unauthorized access,

EXHIBIT 13

use, modification, or disclosure of information assets. SUBGRANTEE shall cooperate with SETA and EDD in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of the SUBGRANT shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If SUBGRANTEE learns of a breach in the security of the system which contains confidential data obtained under the SUBGRANT, then SUBGRANTEE must provide notification to individuals pursuant to Civil Code Section 1798.92.

- (f) Provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of the SUBGRANT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity, the prevention, detection, and suppression of fires, and the prevention, detection, and mitigation of water damage.
- (g) Insure that at no time will confidential data obtained pursuant to the SUBGRANT be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- (h) Instruct all employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in California Civil Code §1798.55, California Penal Code §502, California Unemployment Insurance Code §2111, Welfare and Institutions Code §10850 and other applicable local, state and federal laws.
- (i) Store and process information in electronic format in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.
- (j) Return the confidential information promptly to SETA or the State, or destroy all copies or derivations of the information when its use ends, utilizing an approved method of confidential destruction: shredding, burning, or certified or witnessed

EXHIBIT 13

destruction. Magnetic media are to be degaussed or returned to SETA or the State.

- (k) If SUBGRANTEE, with the prior written consent of SETA, enters into an agreement with a subcontractor to provide WIOA program services, SUBGRANTEE agrees to include these data security and confidentiality provisions in the agreement with the subcontractor. In no event shall such information be disclosed to any individual outside of that subcontractor's authorized staff, subcontractor(s), service providers or employees.
- (l) Designate a person responsible for the security and confidentiality of the data and immediately notify SETA, in writing, of any designee changes. SUBGRANTEE's data security and confidentiality designee shall be set forth in the *Resolution Authorizing Execution of WIOA Service Provider Subgrant* attached to the SUBGRANT as Exhibit 1.

33. Unauthorized Financial Benefit

Neither SUBGRANTEE, 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 SUBGRANT if any officer, agent, or employee of SUBGRANTEE will derive any financial benefit other than as specifically permitted in the SUBGRANT.

34. Contingent Fee

SUBGRANTEE shall warrant that no person, selling agency or other organization has been employed or retained to solicit or secure the SUBGRANT 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 SUBGRANT with liability in accordance with Paragraph 10 above and/or, at its sole discretion, to deduct from the SUBGRANTEE'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 SUBGRANTEE shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under the SUBGRANT including any extension thereof.

36. Fraud and Program Abuse

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

37. Political Activity/Lobbying

SUBGRANTEE shall comply with all applicable federal and State laws and administrative regulations, as well as SETA's policies, regarding political activity and lobbying. In this regard, no funds provided under the SUBGRANT 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. SUBGRANTEE shall further comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. 1352), as amended, and corresponding U.S. Department of Labor ("DOL") regulations codified at 29 CFR, Part 93, which prohibits- 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. SUBGRANTEE 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

SUBGRANTEE, by signing the SUBGRANT, assures and certifies that:

- (a) SUBGRANTEE will use all funds under the SUBGRANT consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. SUBGRANTEE shall not expend any program funds for inherently religious activities, such as worship, religious instruction or proselytization. If SUBGRANTEE conducts such activities, it must offer them separately, in time or location, from the programs or services directly funded under the SUBGRANT, and participation must be voluntary for program beneficiaries.
- (b) SUBGRANTEE 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

EXHIBIT 13

any direct funding under the SUBGRANT to support any inherently religious activities, such as worship, religious instruction or proselytization. Among other things, SUBGRANTEE may use space in its facilities to provide services funded under the SUBGRANT without removing religious art, icons, scriptures or other symbols. In addition, SUBGRANTEE 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) There will be no employment or training of participants in sectarian activities.
- (d) In providing services or benefits under the SUBGRANT, SUBGRANTEE 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 SUBGRANTEE's obligations under the SUBGRANT may be transferred by subcontract, assignment, delegation or novation without the prior express written consent of SETA. Any attempt by SUBGRANTEE to assign, delegate, or subcontract any performance of its obligations thereunder without the prior express written consent of SETA shall be null and void and shall constitute a breach of the SUBGRANT. Whenever SUBGRANTEE is authorized to subcontract, delegate or assign, it shall include all the terms of the SUBGRANT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of the SUBGRANT and all applicable federal, State and local laws and regulations. SUBGRANTEE shall be held 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 SUBGRANT may not be used as security for a loan and is not assignable by SUBGRANTEE either in whole or in part for such purposes.

40. Independent Status

The SUBGRANT 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 SUBGRANTEE shall defend, indemnify and hold SETA harmless from any such claim.

41. Indemnification

(a) The following provision applies only if SUBGRANTEE 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 SUBGRANTEE is a non-governmental entity:

SUBGRANTEE shall, to the extent permitted by law, indemnify, defend and hold harmless SETA and its officers, directors, agents, employees and volunteers, from and against any losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, material or supplies in connection with the performance of the SUBGRANT and from 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 SUBGRANTEE's performance under the SUBGRANT, including SUBGRANTEE's failure to comply with or carry out any of the provisions of the SUBGRANT and acts of negligence or omission of SUBGRANTEE or anyone employed directly, indirectly or by independent contract by SUBGRANTEE, including volunteers and program participants, regardless of whether caused in part by a party indemnified hereunder. Failure to comply with the provisions of this subsection (b) may result in suspension of payment under the SUBGRANT or termination of the SUBGRANT, or both, and SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA determines that any of the following has occurred: (1) false information on any certifications; or (2) violation of the terms of any certification by failing to carry out the requirements thereof.

42. Laws

SUBGRANTEE shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State of California and local

EXHIBIT 13

governments, specifically including, but not limited to, SETA's policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, SUBGRANTEE 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 SUBGRANT.

43. Clean Air and Clean Water

If the SUBGRANT is in excess of One Hundred Thousand Dollars (\$100,000), SUBGRANTEE shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). Under those laws and regulations, the SUBGRANTEE 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) SUBGRANTEE shall notify SETA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. 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) SUBGRANTEE shall notify SETA and the U.S. EPA about any known violation of the above laws and regulations; and
- (d) SUBGRANTEE shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract or subcontract.

44. Press Releases and Communications

SUBGRANTEE shall not communicate with the press, television, radio or any other form of media regarding its duties or performance under the SUBGRANT without the prior express written consent of SETA. Unless otherwise directed by SETA, in all communications SUBGRANTEE shall make specific reference to SETA as the funding agency.

45. Immigration Reform and Control Act of 1986

By signing the SUBGRANT, SUBGRANTEE 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

EXHIBIT 13

requirements disqualifying certain legalized aliens from receiving benefits under the SUBGRANT 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.

46. Drug-Free Workplace Certification

By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that SUBGRANTEE will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part 98) and will provide a drug-free workplace by taking the following actions:

- (a) Publishing 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) SUBGRANTEE's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation and employee assistance programs; 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 SUBGRANT:
 - (1) Will receive a copy of SUBGRANTEE's drug-free policy statement; and,
 - (2) Will agree to abide by the terms of SUBGRANTEE's statement as a condition of employment under the SUBGRANT.

47. Child Support Compliance Act

By signing the SUBGRANT, SUBGRANTEE certifies that in accordance with the Child Support Compliance Act, SUBGRANTEE shall recognize and acknowledge:

- (a) The importance of child and family support obligations and shall fully comply with applicable State and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings

assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- (b) That, to the best of its knowledge, SUBGRANTEE is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the EDD.

48. Successors

At the sole discretion of any successor-in-interest of SETA, the SUBGRANT 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 SUBGRANT shall only bind and inure to a successor-in-interest of SUBGRANTEE upon SETA's prior express written consent.

49. Conflicts

SUBGRANTEE will cooperate in the resolution of any conflict with the DOL, SETA or the EDD which may occur from the activities funded under the SUBGRANT.

50. Entire Agreement/Modifications

The SUBGRANT constitutes the entire agreement between the parties thereto for services being furnished pursuant to the SUBGRANT and no oral understanding not incorporated therein shall be binding on any of the parties thereto. Except as otherwise provided in the SUBGRANT, the SUBGRANT may be modified, altered or revised only on the written consent of both parties thereto. However, notwithstanding this, or any other, provision of the SUBGRANT, the SUBGRANT 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 SUBGRANT, and SETA may unilaterally amend the SUBGRANT in such regard, including, but not limited to, the following circumstances:

- (a) There is an increase or decrease in federal or state funding levels.
- (b) A modification to the SUBGRANT is required in order to implement an adjustment to SETA's WIOA plan.
- (c) Funds awarded to SUBGRANTEE have not been expended in accordance with the SUBGRANT or SETA's WIOA plan. After consultation with SETA, SETA has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner

consistent with State and federal law and regulations, and/or State, federal, local and SETA's policies, reverting to the State or SETA.

- (d) There is a change in State and/or federal law or regulation requiring a change in the provisions of the SUBGRANT.

51. Severability of Provisions

If any provision of the SUBGRANT or these STANDARD CONDITIONS is held invalid, the remainder of the SUBGRANT or STANDARD CONDITIONS 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 to the SUBGRANT and are not an aid in the interpretation of the STANDARD CONDITIONS.

53. Waiver

The waiver by SETA of any default, breach or condition precedent under the SUBGRANT 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 DOL or the EDD disallows any costs incurred by SUBGRANTEE in the performance of the SUBGRANT, SETA may bring an action against SUBGRANTEE for the recovery of such disallowed costs at any time within five (5) years following final resolution of the DOL or the EDD 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 SUBGRANT shall be governed according to the laws of the State of California and SETA's policies and procedures.

56. Notices

All notices to be given to either of the parties under the SUBGRANT shall be addressed to the applicable party at the address set forth below the signature of each party to the SUBGRANT 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 SUBGRANT

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

58. Time of the Essence

Time is of the essence in the performance of the SUBGRANT.

59. Statutes, Regulations, Policies and Procedures

SUBGRANTEE shall provide the services under the SUBGRANT strictly in accordance with:

- (a) The WIOA and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulations, policies and/or procedures which may replace the WIOA; and
- (b) All applicable federal, State and local laws and administrative regulations and applicable SETA and State policies and procedures.

60. Counterpart, Facsimile and Electronic Signatures

The SUBGRANT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the SUBGRANT with all signatures and Exhibits appended together shall be deemed a fully executed SUBGRANT. 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.

MEMORANDUM OF UNDERSTANDING

Between

Sacramento City Unified School District

And

Shriners Hospitals For Children

This agreement (“Agreement”), effective as of the date of last signature hereto (“Effective Date”), by and between SHRINERS HOSPITALS FOR CHILDREN, on behalf of itself and the Northern California hospital (“HOSPITAL”) that it owns and operates (referred to as “SHCNC”) and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (referred to as “SCUSD” or “DISTRICT”)

WHEREAS, the SHCNC is located in Sacramento, California and provides medical care and treatment for school age children; and,

WHEREAS, the eligible school age children, while hospitalized, are in need of instructional services; in accordance with California Ed. Code 48206 and SCUSD Board Policy,

WHEREAS, SCUSD and SHCNC mutually recognize that the DISTRICT is required to be the source for providing instructional services on behalf of the HOSPITAL to these children;

NOW, THEREFORE, in consideration of these premises above, SCUSD and SHCNC do hereby stipulate and agree:

- 1) SCUSD agrees to provide the following services and/or materials in accordance with its guidelines, policies, and procedures:
 - A) Provide qualified instructors who meet state certification requirements for teaching all students, to give classroom and/or bedside instruction to patients at SHCNC. SCUSD will jointly approve the assignment of teachers for this purpose with SHCNC. SCUSD will designate these positions in a manner which will allow for the utilization of a qualified teacher and substitute teacher if the need arises, as long as the funding is available. If the patient roster were to exceed more than 30 patients, then SCUSD will provide an instructional aide in addition to the qualified teacher and substitute teacher.
 - B) Provide all assessment of performance level competencies and any other educational assessment data of school age patients. Provide appropriate correspondence with patients' local school district and maintain regular communication with patients' regular teachers. Serve as an education resource to members of SHCNCs health care team.
 - C) Provide necessary forms and textbooks for students and supervise all aspects of the educational program pertaining to the keeping of records. SCUSD will adhere to all state and federal requirements in the provision of instructional services.

- D) The assigned teachers will be supervised by an SCUSD Administrator in Student Support and Health Services. The supervisor will have access for on-site visits at SHCNC, and will meet with appropriate hospital personnel throughout the year to assess effectiveness of educational program and to address any problems which may arise.
 - E) DISTRICT school-related concerns will be handled by the teacher and assigned SCUSD Supervisor from the DISTRICT in their regularly scheduled meetings. Day-to-day matters will be handled by the teacher and SHCNC's Transitions Coordinator. Unresolved issues will be forwarded to SHCNC's Director of Patient Care Services and the assigned SCUSD Administrator for their assistance in obtaining resolution.
 - F) When a child is discharged from SHCNC, a copy of Withdrawal Notice and Hospital School Report will be forwarded to the student's receiving school district. Documentation in the student's medical records will be in compliance with established hospital policy and procedure.
 - G) SCUSD agrees to maintain accreditation by the Western Association of Schools and Colleges (WASC) and to notify SHCNC of any material recommendations received which relate to the quality of services provided. In addition, SCUSD will provide SHCNC with a plan describing actions taken to comply with these recommendations and to advise SHCNC when all recommendations are removed. Failure to address such recommendations to the satisfaction of SHCNC would be grounds for immediate termination of this Agreement,
- 2) SHCNC agrees to provide the following in accordance with its policies, rules, and regulations:
- i Classrooms and storage space for educational purposes.
 - ii Materials, supplies, and equipment as needed.
 - iii All information necessary for the DISTRICT's teachers to carry out their obligations under this Agreement, including but not limited to information necessary to contact the parents or guardians of students-patients enrolled in the instructional program with appropriate permission and authorization by the parents.
- 3) The assigned teacher(s) and staff is assigned to work SCUSD's established hours per day. The teacher shall provide instructional services as specified in the Individual Education Plan ("IEP.") of each student and/or as delineated by State and DISTRICT curriculum mandates. The school calendar year, for purposes of this agreement, is defined to be the school year following the SCUSD school calendar.

4) Summer session, to the greatest extent possible, will be offered for patients at SHCNC through the DISTRICT's Extended School year program. If any students are identified to have an IEP, SCUSD will provide a teacher if available for the summer session for an Extended School Year ("ESY").

5) Both parties agree that SCUSD shall have control over all phases of the instructional program, subject to the policies, Rules and Regulations of SHCNC It is agreed that

SHCNC shall retain responsibility for patient care and nothing in this Agreement shall be constituted as a delegation of that responsibility.

The teacher shall participate in conferences, discharge planning, and other activities which will facilitate understanding of the overall patient care program and the specific readiness of each child for school participation.

SCUSD shall assume responsibility for seeing that faculty members comply with the policies, procedures, and Rules and Regulations of SHCNC, and for seeing that all their faculty members respect the confidential nature of all information which may come to them with respect to patient and hospital records. DISTRICT personnel shall comply with annual immunization recommendations per SHCNC guidelines.

The teacher shall have access to SHCNC's education and training as applicable. New teachers shall participate in the hospital staff orientation as part of their general orientation to the facility.

5) SCUSD agrees to maintain teacher's liability insurance coverage for all teachers and substitute teachers providing services and further agrees that any claims pertaining to teaching services shall be the responsibility of SCUSD. SCUSD agrees that its workers compensation policy shall cover all accidents and injuries to its teachers and employees during the term of this Agreement.

6) SCUSD agrees to save and hold SHCNC harmless against any legal claims demands or judgments against SHCNC arising out of any activities performed by the DISTRICT's agents or employees or contractors pursuant to this Agreement and agrees to reimburse SHCNC for all reasonable expenses, including attorney's fees, incurred by SHCNC in defending any such claim or claims.

7) It is understood between the parties that under no circumstances is any agent or employee of the DISTRICT to be considered an agent or employee of SHCNC,

8) This Agreement shall remain and continue in force until terminated for cause as described herein or by written notice from either party to the other giving not less than ninety (90) days prior notice to the other party at the following addresses:

If to SHCNC:

Shriners Hospitals for Children
Northern California Hospital
2425 Stockton Blvd.
Sacramento, CA 95817
Attention: Administrator

With copy to (which shall not constitute Notice):

Shriners Hospitals for Children
P.O. Box 31356
Tampa, Florida 33631-3356
Attention: Legal Department

If to SCUSD:

Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Tina Alvarez Bevens, Contracts

- 9) SHCNC agrees to add the Hospital Authorization for Instruction and Exchange of Information form, attached to this Agreement as Exhibit A, to a student's intake application. This form is required by the CA Department of Education for the sole purpose of receiving Average Daily Attendance funding.

10) Independent Status. This Agreement is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.

11) Fingerprinting Requirements. Both parties agree that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that a party assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by the Department of Justice ("DOJ"), before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, SHCNC shall provide a complete list to the District of all individuals cleared by the DOJ who will provide services under this Agreement and shall certify in writing to the District that SHCNC has no information that any of the individuals who are required to have their fingerprints submitted to the DOJ, and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Each party shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1

and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, each party shall, within 24 hours, notify the other party of such arrest notification and prohibit the individual from having any further contact with any pupil(s) of the District until such time as the individual's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an individual is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, each party agrees to provide a replacement within 15 days of receiving notification that the previous individual has been disqualified.

Each party further agrees and certifies that any individual providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of this Agreement.

12) Mutual Indemnification. Each of the parties shall defend, indemnify and hold harmless the other party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying party or its agents, employees or subcontractors.

It is the intention of the parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to fault of that party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

13) Insurance. During the life of this Agreement, each party shall maintain comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence. .

14) Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

15) Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition,

genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

16) Rules and Regulations. All applicable rules and regulations of the District’s Board of Education, SHCNC, and all federal, state and local laws, ordinance and regulations are to be strictly observed by the the parties pursuant to this Agreement. Any rule, regulation, or law required to be contained in this Agreement shall be deemed to be incorporated herein.

17) This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a portable document format (“PDF”) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof. Furthermore, the parties may sign the Agreement electronically through a verifiable electronic signature platform, and such electronic signature shall be as binding as an original ink signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

SHRINERS HOSPITALS FOR CHILDREN

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

By: _____
John P. McCabe
Executive Vice President

Signed by: _____ 09/20/2024
By: Janea Marking
Name: Janea Marking
Title: Chief Business & Operations Officer

**EXHIBIT A
Hospital Authorization for Instruction and Exchange of Information Form**



Student Support & Health Services
HEALTH SERVICES DEPARTMENT
HOSPITAL AUTHORIZATION FOR INSTRUCTION AND EXCHANGE OF
INFORMATION FORM
 Shriners Children's Northern California, Sacramento, CA 95817

PUPIL INFORMATION	_____ Age: _____ D.O.B. _____ Gender: _____ <i>Pupil's Name</i> Address: _____ City: _____ Phone: _____ School of Attendance: _____ District: _____ Grade: _____ Placement: <input type="checkbox"/> Regular <input type="checkbox"/> Special Ed. <input type="checkbox"/> Alternative
INSTRUCTIONAL AUTHORIZATION	I AUTHORIZE Sacramento City Unified School District to provide instruction to _____ and to document participation for attendance purposes <i>Pupil's Name</i> while hospitalized at Shriners Children's Northern California commencing _____ <i>Date of Hospitalization</i> _____ <i>Parent/Guardian's Signature</i> _____ <i>Date</i> _____ (Parent/Guardian signature acknowledges understanding and receipt of this form.)
EXCHANGE OF PATIENT INFORMATION	I AUTHORIZE Personnel for the Sacramento City Unified School District and _____ to obtain and provide <i>School/District of Attendance</i> <input type="checkbox"/> educational <input type="checkbox"/> medical <input type="checkbox"/> psychological <input type="checkbox"/> social information for educational planning and guidance for _____ during hospitalization at Shriners Children's <i>Pupil's Name</i> Northern California. _____ <i>Parent/Guardian's Signature</i> _____ <i>Date</i> _____ This authorization shall expire in <input type="checkbox"/> 1 month <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> current academic year <input type="checkbox"/> other
OFFICE	School Phone: _____ School Fax: _____

White – Parent/Guardian Yellow – Health Services Pink – Student Medical Record

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into in Sacramento, California by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, on behalf of its University of California Davis Health System ("UCDHS") and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("SCUSD").

The parties agree as follows:

I. SCUSD Responsibilities

- A. Furnish a credentialed teacher ("Teacher") for school-aged, hospitalized, pediatric patients at UC Davis Children's Hospital, in a classroom-type setting or at bedside.
- B. Teacher shall provide assessment of educational needs of individual students.
- C. Provide necessary textbooks and forms.
- D. Provide certification that each Teacher and any SCUSD personnel who come to UCDHS in performance of this Agreement have been immunized against those communicable diseases specified in the UCDHS Health Clearance Criteria, a copy of which is attached hereto as Exhibit A and by this reference is incorporated herein.
- E. Require its Teacher to conform to the dress policy of the UCDHS department to which they are assigned.
- F. Inform each Teacher that he/she shall not: (a) drive or ride in an ambulance; (b) drive on behalf of UCDHS or SCUSD; (c) transport patients by automobile; or (d) in any way use vehicles in the course and scope of the terms of this Agreement.
- G. Inform each Teacher that he/she shall be subject to a criminal background investigation before beginning training at UCDHS.
- H. Inform each Teacher of each provision of this Agreement, and make its best efforts to ensure that each Teacher understands and complies with each provision of this Agreement.
- I. Provide a CPR certificate, if requested.

If such services are not performed to the sole satisfaction of UCDHS, UCDHS may terminate this agreement immediately upon written notification to SCUSD.

II. UCDHS Responsibilities

- A. Designate a staff member to coordinate Teacher's schedules and activities at UCDHS, and to act as liaison with SCUSD.
- B. Not decrease the normal complement of its staff as a result of the assignment of Teacher.
- C. Permit, upon reasonable notice, its facilities to be inspected by agents charged with the responsibility for accreditation of SCUSD, such inspection being limited to the scope necessary for SCUSD accreditation purposes.

- D. Provide identification badge to Teacher. SCUSD or Teacher must pay for lost badges.
- E. Provide orientation seminar to each Teacher, including Health Insurance Portability and Accountability Act (HIPAA) training.
- F. Provide a criminal background investigation.

III. Joint SCUSD and UCDHS Responsibilities

- A. Both UCDHS and SCUSD agree not to discriminate in the selection or acceptance of any Teacher pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or UCDHS policy.
- B. Teachers will be subject to the policies, rules, and regulations of UCDHS while on duty at UCDHS.
- C. UCDHS and AFFILIATE each reserve the right to refuse to accept or to terminate assignment of any Teacher participating under the terms of this Agreement for any cause. A statement of reasons for refusal or termination will be provided to the affected institution.
- D. UCDHS shall hold each Teacher responsible for reimbursing UCDHS for all emergent and non-emergent medical and surgical services provided to that Teacher. Teachers are in no way required to seek medical or surgical care from UCDHS, including care for injuries or illnesses resulting from activities within the terms of this Agreement.

IV. Financial Obligations

Neither party has any financial obligation to the other party under the terms of this Agreement. Teacher shall not be paid travel or per diem expenses, unless such expenses are paid by SCUSD.

V. Term

- A. This Agreement shall be effective on the date last signed below and shall be automatically extended for one (1) year periods of time unless either party provides the other with written notice of such party's intention to terminate the Agreement in accordance with V.B. below.
- B. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of breach; or if either party loses its license, accreditation or certification; or if either party is no longer able to provide the service for which this Agreement was entered into.

VI. No Entitlement to UCDHS Benefits

Both parties agree that in the performance of this agreement SCUSD's Teacher will not be an agent or employee of UCDHS, and will not be covered by UCDHS's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in UCDHS's retirement programs, nor is entitled to any other UCDHS benefits.

VII. Indemnity

SCUSD shall defend, indemnify and hold UCDHS, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of SCUSD its officers, agents or employees.

UCDHS shall defend, indemnify and hold SCUSD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of UCDHS, its officers, agents or employees.

VIII. Insurance Requirements

Both parties warrant they shall maintain during the term hereof policies of insurance with minimum coverage as follows:

- A. General Liability: Comprehensive or Commercial Form (Minimum Limits)
 - 1. Each Occurrence \$1,000,000
 - 2. Products, Completed Operations Aggregate \$2,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. General Aggregate (BI, PD)* \$2,000,000

* (not applicable to comprehensive form)

However, if such insurance is written on a claims-made form following termination of this agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this agreement.

- B. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than \$1,000,000 per occurrence.
- C. Workers' Compensation as required under California State Law.
- D. It should be expressly understood, however, that the coverages required under this Section VIII. shall not in any way limit the liability of either party. If requested, each party shall provide to the other Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the above insurance coverages.

IX. Notice

All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the 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. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

UCDHS:
Health System Contracts
Sherman Building, Room 2300
2315 Stockton Boulevard
Sacramento, CA 95817

SCUSD:
Director, Health Services
Sacramento City Unified School District
5735 – 47th Avenue
Sacramento, CA 95824

Either party may change its address by written notice to the other during the term.

X. Governing Law

This agreement shall be construed in accordance with the laws of the State of California.

XI. Federal Exclusion

Both parties warrant that they are not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>). This agreement shall be subject to immediate termination in the event that either party is excluded from participation in any federal healthcare or procurement program.

XII. Use of UCDHS Name

No form of the UCDHS name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by SCISD unless express written permission for such use has been obtained in advance.

XIII. Health Insurance Portability an Accountability Act


SCUSD and Teacher shall comply with the Health Insurance Portability and Accountability Act of 1996, (HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws and regulations as further outlined in Exhibit B, attached hereto and made a part hereof.

XIV. Entire Agreement

This agreement contains all the terms agreed upon by both parties and may not be amended except in writing and signed by both parties.

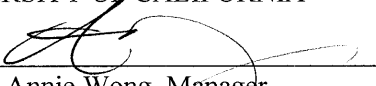
(Signature page and Exhibits to follow)

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

By 
Tom Barentson
Deputy Superintendent


Date 5/15/07

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By 
Annie Wong, Manager
Health System Contracts

Date 5-15-07

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

By 
Philip Moore
Assistant Superintendent

Date May 10, 2007

~~THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA~~

~~By _____
Annie Wong, Manager
Health System Contracts~~

~~Date _____~~

Taxpayer ID # NA

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

EXHIBIT A

UCDMC HEALTH CLEARANCE CRITERIA
(For Non-UC Employees Teaching at UCDMC)

MANDATORY

MEASLES (RUBEOLA) Criteria:

Everyone must show proof of immunity to measles. The only acceptable criteria are:

Positive serology for Antibody to Measles (copy of lab slip)

OR

Documentation of 2 measles shots in lifetime. (If first measles shot was at one year of age or younger, it does not count, and one additional shot is required.)

RUBELLA (GERMAN MEASLES) Criteria:

Everyone must show proof of immunity to Rubella. The only acceptable criteria are:

Positive serology for Antibody to Rubella (copy of lab slip)

OR

Documentation of immunization for Rubella (MMR, MR, Rubella immunization)

VARICELLA (CHICKEN POX) Criteria:

Known past history of disease or true exposure: Serology documenting absence or presence of antibody to AZ is required (copy of lab slip).

TUBERCULOSIS (TB) Criteria:

Evidence of PPD skin test results within the last 12 months.

If the Teacher is already PPD Positive -- Evidence of a chest x-ray within the last 12 months and symptom interview are required.

NON-MANDATORY

HEPATITIS B:

Hepatitis B Vaccine for all Teachers is recommended.

MMR:

MMR is strongly advised for all new Teachers before arrival at UCDHS.

TEACHERS WITH IMMUNIZATION DEFICIENCIES AND/OR EXPERIENCE OF BLOODBORNE AND AIRBORNE EXPOSURE SHOULD PRESENT TO OWN PERSONAL PHYSICIAN.

UCDHS 11/94

EXHIBIT B

HIPAA BUSINESS ASSOCIATE EXHIBIT

This HIPAA Business Associate Exhibit ("BA Exhibit") supplements and is made a part of the Agreement, including supplements and amendments thereto ("Agreement"), entered into by and between The Regents of the University of California, a California corporation, on behalf of its University of California Davis Health System ("UCDHS") and Sacramento City Unified School District ("BUSINESS ASSOCIATE" or "SCUSD") and is effective as of October 1, 2006.

RECITALS

- A. UCDHS and BUSINESS ASSOCIATE desire to protect the privacy and provide for the security of Protected Health Information used by or disclosed to BUSINESS ASSOCIATE in the course of providing services under the Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. §§ 160, 162 and 164, the "HIPAA Regulations") and other applicable laws and regulations. The purpose of this BA Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including 45 C.F.R. part 164.504(e), as they may be amended from time to time.
- B. BUSINESS ASSOCIATE provides services to UCDHS or performs or assists in the performance of UCDHS activities or functions which may involve the use or disclosure of Protected Health Information (as that term is defined herein) in the course of such service under this Agreement.
- C. UCDHS may disclose to BUSINESS ASSOCIATE certain information, some of which may constitute Protected Health Information, in the course of carrying out the terms of the Agreement.

Therefore, intending to be legally bound hereby, the parties agree as follows:

- 1. EFFECT OF EXHIBIT. To the extent that the terms of the Agreement are inconsistent with the terms of this BA Exhibit, the terms of this BA Exhibit shall control.
- 2. DEFINITIONS.

2.1 "Information System" is an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 C.F.R. part 164.304.

2.2 "Protected Health Information" or "PHI" is any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 C.F.R. part 160.103.

2.3 "Electronic PHI" is PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 C.F.R. part 160.103.

2.4 “Security Incident” is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 C.F.R. part 164.304.

2.5 “Business Associate” is an individual or entity which provides services, arranges, performs or assists in the performance of healthcare activities of University of California employees and dependents, and who uses or discloses PHI pursuant to the HIPAA Regulations, 45 C.F.R. part 160.103.

In consideration of the mutual promises made below and the exchange of information under the BAA Exhibit, the parties agree as follows:

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

3.1 Permitted Uses and Disclosures. BUSINESS ASSOCIATE may use and/or disclose PHI received by BUSINESS ASSOCIATE in its capacity as BUSINESS ASSOCIATE of UCDHS under this BA Exhibit pursuant to the Agreement and this BA Exhibit solely for the purpose of performing its obligations under the Agreement and this BA Exhibit.

3.2 Disclosure of PHI. BUSINESS ASSOCIATE may, if necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE’s business or (ii) to carry out BUSINESS ASSOCIATE’s legal responsibilities.

3.3 Nondisclosure of PHI. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose UCDHS’s PHI other than as permitted or required under the Agreement or this BA Exhibit, or as required by law or regulation.

3.4 Safeguards. BUSINESS ASSOCIATE shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards (i) to protect the confidentiality, integrity and availability of UCDHS’s Electronic PHI and (ii) to prevent any use or disclosure of UCDHS’s PHI other than as provided by the Agreement and this BA Exhibit. BUSINESS ASSOCIATE shall protect UCDHS’s PHI and information received from or created on behalf of UCDHS according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

3.5 Security Incidents and Actual or Suspected Uses or Disclosures Not Permitted by this BA Exhibit.

3.5.1 Notification. BUSINESS ASSOCIATE shall notify UCDHS in writing within five (5) days after BUSINESS ASSOCIATE becomes aware of any Security Incident or discovers any actual or suspected use or disclosure of UCDHS’s PHI not permitted by this BA Exhibit. BUSINESS ASSOCIATE shall be deemed to be aware of any Security Incident or of any such actual or suspected use or disclosure which is known to its officers, employees, agents and subcontractors. BUSINESS ASSOCIATE shall take (i) prompt corrective action to remedy any Security Incident or any such actual or suspected use or disclosure and (ii) any action required by applicable federal and state laws and regulations pertaining to such Security Incident or unauthorized disclosure.

3.5.2 Right of UCDHS to Accounting or Audit. If UCDHS receives credible information that there has been a Security Incident or any actual or suspected use or disclosure of UCDHS’s PHI not permitted by this BA Exhibit, BUSINESS ASSOCIATE shall provide, if requested by UCDHS, at BUSINESS ASSOCIATE’S expense, an audit or written accounting of BUSINESS ASSOCIATE’S uses and disclosures of UCDHS’s PHI.

3.5.3 Notification of Corrective Action and Provision of Policies. BUSINESS ASSOCIATE will provide written notice to UCDHS within twenty (20) days after any discovery of a Security Incident or any

actual or suspected use or disclosure of UCDHS's PHI not permitted by this BA Exhibit. Notification which shall include: (i) the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of such Security Incident or unauthorized use or disclosure and (ii) the corrective action BUSINESS ASSOCIATE has taken or shall take to prevent future similar Security Incidents or unauthorized use or disclosure. Upon UCDHS's request, BUSINESS ASSOCIATE will also provide to UCDHS a copy of BUSINESS ASSOCIATE's policies and procedures that pertain to the Security Incident or the unauthorized use or disclosure of UCDHS's PHI, including procedures for curing any material breach of this BA Exhibit.

3.5.4 Accounting or Audit of BUSINESS ASSOCIATE'S Uses and Disclosures of PHI. If UCDHS determines that the written notice does not provide sufficient assurances that the Security Incident or unauthorized use or disclosure of UCDHS's PHI has been remedied, then within fifteen (15) days following UCDHS's request, BUSINESS ASSOCIATE shall provide an audit or accounting of all uses and disclosures by BUSINESS ASSOCIATE or by BUSINESS ASSOCIATE'S Agents of UCDHS's PHI.

3.5.5 UCDHS's Right to Terminate. If BUSINESS ASSOCIATE fails to provide the accounting or audit in a timely manner, or if UCDHS is not satisfied that the corrective action is sufficient to reasonably prevent similar occurrences in the future, UCDHS may terminate the Agreement, in accordance with Section 5, below.

3.6 Individual's Request for Restrictions of PHI. BUSINESS ASSOCIATE shall notify UCDHS in writing within five (5) business days after receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI BUSINESS ASSOCIATE maintains for or on behalf of UCDHS. Upon written notice from UCDHS that it agrees to comply with the requested restrictions, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of UCDHS.

3.7 Individual's Request for Amendment of PHI. BUSINESS ASSOCIATE shall inform UCDHS within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that BUSINESS ASSOCIATE maintains for or on behalf of UCDHS. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to UCDHS as may be required to fulfill UCDHS's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. part 164.526. BUSINESS ASSOCIATE shall, as directed by UCDHS, incorporate any amendments to UCDHS's PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.

3.8 Individual's Request for an Accounting of Disclosures of PHI. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make available to UCDHS, and, if authorized in writing by UCDHS, to the subject of the PHI, such information maintained by BUSINESS ASSOCIATE or its agents as may be required to fulfill UCDHS's obligations to provide an accounting for disclosures of UCDHS's PHI pursuant to HIPAA and the HIPAA regulations, including, but not limited to, 45 C.F.R. part 164.528.

3.9 Access to PHI by the Individual. If UCDHS determines that a designated record set is held solely by BUSINESS ASSOCIATE or if BUSINESS ASSOCIATE is acting on behalf of UCDHS to provide access to or a copy of the designated record set, BUSINESS ASSOCIATE shall, within five (5) calendar days after receipt of a written request, make available to UCDHS, and, if authorized in writing by UCDHS, to the subject of the PHI, such information as may be required to fulfill UCDHS's obligations to provide access to or provide a copy of the designated record set of UCDHS's PHI pursuant to HIPAA and the HIPAA regulations, including, but not limited to, 45 C.F.R. part 164.524.

3.10 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of PHI received from UCDHS (or created or received by BUSINESS ASSOCIATE on behalf of UCDHS) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining UCDHS's compliance with the HIPAA Regulations.

3.11 Inspection of Records. Within thirty (30) calendar days after a written request, BUSINESS ASSOCIATE shall make available to UCDHS during normal business hours all records, books, agreements, policies and procedures relating to the use and/or disclosure of UCDHS's PHI for purposes of enabling UCDHS to determine BUSINESS ASSOCIATE's compliance with the terms of this BA Exhibit.

3.12 Examination by UDCHS. UCDHS and its authorized agents or contractors, may examine BUSINESS ASSOCIATE's facilities, systems, procedures, and records as may be necessary to determine the extent to which BUSINESS ASSOCIATE's security safeguards comply with HIPAA, the HIPAA Regulations, or this BA Exhibit.

3.13 Compliance with Law. In connection with all matters related to this BA Exhibit, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including but not limited to the HIPAA Regulations, 45 C.F.R. parts 160, 162 and 164, as they may be amended from time to time.

4. BUSINESS ASSOCIATE'S AGENTS. Other than as expressly authorized herein, BUSINESS ASSOCIATE will provide UCDHS's PHI only to persons or entities, including subcontractors, that have an agency relationship to BUSINESS ASSOCIATE and that have been approved in advance by UCDHS ("Agents"). BUSINESS ASSOCIATE will provide PHI to Agents solely for the purposes of carrying out the Agreement. Furthermore, BUSINESS ASSOCIATE shall:

4.1 Ensure that such Agents, including subcontractors, agree with BUSINESS ASSOCIATE in writing to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of UCDHS's Electronic PHI, hold the PHI confidentially and use or disclose the PHI only as required by law or for the purpose it was disclosed to the Agent.

4.2 Require such Agents to notify BUSINESS ASSOCIATE and UCDHS within five (5) days after any Security Incident or after any actual or suspected use or disclosure of UCDHS's PHI not permitted by this BA Exhibit, of which such Agent or its officers or employees become aware.

4.3 Provide to UCDHS within twenty (20) business days after the notification in Section 4.3 written notice of the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of the unauthorized use or disclosure by the Agent and what corrective action BUSINESS ASSOCIATE has taken or shall take to prevent any future similar Security Incident or unauthorized use or disclosure of PHI.

4.4 Assure that the Agent has destroyed or returned all UCDHS's PHI to UCDHS or BUSINESS ASSOCIATE as required in Section 5.2. upon a material breach or termination of the Agent's contract with BUSINESS ASSOCIATE. If the Agent maintains that return or destruction is infeasible, BUSINESS ASSOCIATE shall promptly notify UCDHS in writing the reason the Agent cannot return or destroy UCDHS's PHI.

4.5 Be responsible for assuring that the Agent protects the PHI as otherwise required in the Agreement and this BA Exhibit and as required by law.

5. TERMINATION AND OTHER REMEDIES.

5.1 Material Breach. A breach by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents of any material provision of this BA Exhibit, as determined by UCDHS, shall constitute a material breach of the Agreement. UCDHS, upon written notice to BUSINESS ASSOCIATE describing the breach, may take any of the following actions:

5.1.1 Provide an opportunity for BUSINESS ASSOCIATE to cure the breach;

5.1.2 If UCDHS receives information pertaining to a suspected breach, UCDHS has the right to request of the BUSINESS ASSOCIATE an audit or written accounting of all BUSINESS ASSOCIATE's or BUSINESS ASSOCIATE's agent's, including subcontractor's, uses and disclosures of UCDHS's PHI, and/or a third party review of the outcome of the process to be implemented to cure the breach;

5.1.3 Terminate the Agreement unless BUSINESS ASSOCIATE, within a time period specified by UCDHS provides to UCDHS a plan to cure the breach and, within a time period specified by UCDHS, cures the breach;

5.1.4 Terminate the Agreement immediately if UCDHS determines that BUSINESS ASSOCIATE has breached a material term of this BA Exhibit and cure of the breach is not feasible;

5.1.5 BUSINESS ASSOCIATE shall submit to a plan of monitoring and reporting by UCDHS or UCDHS's agents if UCDHS determines it is necessary to assess BUSINESS ASSOCIATE's compliance with the Agreement;

5.1.6 Notice to Secretary. If UCDHS knows of a pattern of activity or practice of BUSINESS ASSOCIATE that constitutes a material breach or violation of BUSINESS ASSOCIATE'S obligation under this BA Exhibit, if the breach or violation continues, and if termination of this BA Exhibit or the Agreement is not feasible, UCDHS is required by the HIPAA regulations to report the problem to the Secretary of Health and Human Services.

5.2 Effect of Termination – Return or Destruction of PHI held by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents. Upon termination, expiration or other conclusion of the Agreement for any reason, BUSINESS ASSOCIATE shall return or, at the option of UCDHS, destroy all PHI received from UCDHS, or created and received by BUSINESS ASSOCIATE on behalf of UCDHS in connection with the Agreement, that BUSINESS ASSOCIATE or its Agents still maintains in any form, and shall retain no copies of such PHI. Not less than thirty (30) calendar days after the termination of the Agreement, BUSINESS ASSOCIATE shall both complete such return or destruction and certify in writing to UCDHS that such return or destruction has been completed.

5.3 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to UCDHS that return or destruction of UCDHS 's PHI is not feasible, BUSINESS ASSOCIATE must provide UCDHS with a written statement of the reason that return or destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If UCDHS determines that return or destruction is not feasible, this BA Exhibit shall remain in full force and effect and BUSINESS ASSOCIATE and its agents shall continue to extend indefinitely the protection of this Agreement to such information and immediately terminate any further use or disclosure of such PHI.

5.4 Other Remedies. Notwithstanding the foregoing rights to terminate the Agreement, UCDHS shall have such other remedies as are reasonably available at law or equity, including injunctive relief.

6. CHANGES TO THIS BA EXHIBIT.

6.1 Compliance with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that changes to this BA Exhibit may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable state and federal laws relating to the security or confidentiality of PHI.

6.2 Negotiations. In the event of a change in or interpretation of any state or federal law, statute, or regulation which materially affects the rights or obligations of either party under the Agreement or this BA Exhibit, the parties agree to negotiate immediately in good faith any necessary or appropriate revisions to the

Agreement or to this BA Exhibit. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, then either party may immediately terminate the Agreement upon written notice to the other.

7. INDEMNIFICATION.

7.1 Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend at UCDHS's election, indemnify, and hold harmless UCDHS, its officers, agents or employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the acts or omissions of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors with respect to the use and disclosure of UCDHS's PHI.

7.2 Indemnification by UCDHS. UCDHS agrees to defend at BUSINESS ASSOCIATE's election, indemnify, and hold harmless BUSINESS ASSOCIATE, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the acts or omissions of UCDHS, its officers, agents or employees with respect to the use and disclosure of UCDHS's PHI.

8. MISCELLANEOUS PROVISIONS.

Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the address and/or via facsimile to the facsimile telephone numbers listed in Article IX. of this Agreement.

(End of Exhibit B)

Amendment No. 2 to UCDHS Agreement No. H07-00110IC 3753

Parties to this Amendment: The Regents of the University of California, acting for and on behalf of University of California, Davis Health (“UCDHS”).

and

Sacramento City Unified School District (“SCUSD”).

Original Agreement: Independent Contractor Agreement (UCDHS Agreement No. H07-00110IC 3753) with an effective date of May 15, 2007, first amended with an effective date of April 1, 2017 (“Agreement”).

Effective Date of this Amendment: **Last Date of Signature (“Effective Date”).**

WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.
2. Amendment(s) to the Agreement.
 - A. The Parties acknowledge UCDHS has changed its legal address. UCDHS address in Section IX, **Notice**, under “UCDHS” shall be deleted and replaced with:

“UCDHS:
UC Davis Health Contracts
10850 White Rock Road
Rancho Cordova, CA 95670
(University Agreement number 3753 H07-00110IC)”
 - B. Exhibit A shall be replaced in its entirety by Exhibit A, attached hereto and incorporated herein.
 - C. All other terms and conditions shall remain the same.
3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

//////////////////SIGNATURE PAGE TO FOLLOW////////////////////////////////////

Amendment No. 2 to UCDHS Agreement No. H07-00110IC 3753

IN WITNESS WHEREOF, the duly authorized representatives of UCDHS and SCUSD have executed this Amendment as of the last date of signature written below.

AGREED:

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF
UNIVERSITY OF CALIFORNIA
DAVIS HEALTH**

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

By _____
Erick Jenkins, JD, MS
Manager, UC Davis Health Contracts

Signed by:

By _____
Print Name: Janea Marking
Title: Chief Business & Operations Officer

Date _____

09/20/2024
Date _____

Amendment No. 2 to UCDHS Agreement No. H07-00110IC 3753

EXHIBIT A

UNIVERSITY HEALTH CLEARANCE CRITERIA

Mandatory MEASLES (RUBEOLA) Criteria:

Proof of immunity to measles. Acceptable criteria:

- Positive serology for Antibody to Measles is required (**copy of lab slip**).
- OR**
- Documentation of **TWO** measles shots in lifetime.

Mandatory RUBELLA (GERMAN MEASLES) Criteria:

Proof of immunity to Rubella. Acceptable criteria:

- Positive serology for Antibody to Rubella is required (**copy of lab slip**).
- OR**
- Documentation of **TWO** immunizations for Rubella (**MMR, MR, Rubella immunization**).

Mandatory COVID 19 Criteria:

- Evidence of vaccination from elsewhere or vaccinated at UNIVERSITY Employee Health Services (EHS).

Mandatory TUBERCULOSIS (TB) Criteria:

- Evidence of PPD skin test results within 1 year. **TWO** Step required with second test within 90 days. Or Quantiferon lab result within 90 days.
- If individual is already PPD Positive:
Evidence of a chest x-ray within the last 90 days and interview the individual for TB symptoms (symptom interview).

TB clearance is required annually for all health care providers by either a skin test or a symptom interview.

Mandatory SEASONAL FLU VACCINE – is offered yearly.

- *Evidence of vaccination from elsewhere or vaccinated at EHS during flu season (roughly Nov 1st to April 1st).*

Mandatory immunity or declination VARICELLA (CHICKEN POX) Criteria:

Proof of immunity to Varicella. Acceptable criteria:

- Varicella (VZ) by serology, not history (**copy of lab slip**).
- OR**
- **TWO** Varivax injections – will be given quarantine policy if non-immune.

Mandatory immunity or declination MUMPS

Proof of immunity to Mumps. Acceptable criteria:

- Documentation of **TWO** MMR's in a lifetime.
- OR**
- Positive serology antibody for mumps (**copy of lab slip**).
 - Sign a declination.

Mandatory immunity or declination Hepatitis B only for individuals at risk of Bloodborne exposure – (exception – volunteers are not eligible, only if in CLA class)

- EHS requires all **THREE** doses of Hepatitis B Vaccine or **TWO** doses of Heplisav-B.
- EHS requires a Hepatitis B Surface antibody test (CDC states a quantitative number value of '10' represents life-time immunity – lab values that are positive – may or may not reflect this).

Mandatory TETANUS, DIPHTHERIA AND PERTUSSIS VACCINE (TDAP) (once in a life-time booster as an adult for Whooping cough) if working in patient care environments.

- OR**
- Antibody test only for individuals at risk of Bloodborne exposure Hepatitis C.
 - Tested by serology (This does not preclude the individual's ability to work if positive – stays confidential).

NOTE: Individuals will not be allowed to have any patient contact or work in patient care areas if they are not compliant with the above criteria. Immunization requirements can change at any time, and individuals are expected to adhere to current UNIVERSITY requirements.



2023/2024 CIM for Sig Dis Quarterly Progress and Expenditure Report

Significant Disproportionality Compliance and Improvement Monitoring (CIM) for Comprehensive Coordinated Early Intervening Services (CCEIS)



Purpose of the report: The local educational agency (LEA) identified as being significantly disproportionate shall report expenditures, activities completed and progress on the measurable outcomes indicated by the CIM Plan for Improvement on this *2023/2024 Quarterly Progress and Expenditure Report form for Compliance and Improvement Monitoring (CIM): Significant Disproportionality*.

Due Date: The first report is due after the initial nine-month period, and quarterly thereafter, as indicated below. Submit completed and signed report to the California Department of Education (CDE) email at intensivemonitoring@cde.ca.gov within 10 days after the ending date of each report period.

Local Educational Agency (LEA) Name: Sacramento City Unified

Special Education Local Plan Area (SELPA): Sacramento City Unified SELPA

LEA Contact Name: Geovanni Linares

2023 Indicator(s)	2024 Indicator(s)
9 & 10	

Check appropriate boxes for each report:

2023 CIM Plan for Improvement			2024 CIM Plan for Improvement		
✓	Report #	Dates Covered	✓	Report #	Dates Covered
X	1	July 1, 2023 - March 31, 2024		1	July 1, 2024 - March 31, 2025
	2	April 1, 2024 - June 30, 2024		2	April 1, 2025 - June 30, 2025
	3	July 1, 2024 – September 30, 2024		3	July 1, 2025 – September 30, 2025
	4	October 1, 2024 - December 31, 2024*		4	October 1, 2025 - December 31, 2025*
	5	January 1, 2025 - March 31, 2025*		5	January 1, 2026 - March 31, 2026*
	6	April 1, 2025 - June 30, 2025*		6	April 1, 2026 - June 30, 2026*
	7	July 1, 2025 – September 30, 2025* (final expenditure report)		7	July 1, 2026 – September 30, 2026* (final expenditure report)
	FINAL	October 1, 2025 - December 31, 2025*		FINAL	October 1, 2026 - December 31, 2026*

* MUST include *data* on student outcomes as a result of the CCEIS activities.

Provide Unduplicated Student Count for this Quarter

General Education students served during this report period (unduplicated**): 0

Special Education students served during this report period (unduplicated**): 0

**unduplicated = Count should reflect the number of students served, *not the number of services provided*. Use student IDs to track students to ensure the number is unduplicated. It does not matter which plan the services are provided under.



PROGRESS ON MEASURABLE OUTCOMES AND ACTIVITIES

Target Population(s)

List the criteria (from your Plans) for your target Target Population(s) in the table below.

2023 Target Population	2024 Target Population
<p>The SCUSD student population make-up includes 41.3% Hispanic/Latino, 17% White, and 18% Asian, 12.1% African American, 8% Multi-racial, 2% Native Hawaiian or Pacific Islander, 1% Filipino, and 1% American Indian or Alaska Native. There are 69% of students are identified as socioeconomically disadvantaged, 0.4% are identified as Foster Youth, and 0.7% are identified as Homeless Youth. There are 20% of students are identified as English Learners and 15.1% are identified as Students with Disabilities.</p>	

Measurable Outcome and Progress on Each of the Activities from your Action Plans

Provide written descriptions for each Plan for Improvement Measurable Outcome and report on progress for all the activities under the Measurable Outcomes. Be sure to describe any policies, procedures, and/or practices that have been revised during this quarter and how those revisions have been publicly reported. (Insert information below or provide information in an attachment).

AMENDMENT REVIEW

Is your data showing improved student outcomes?

Yes No

Is there a need for a plan amendment?

2023 Plan: Yes No

2024 Plan: Yes No

If yes for either plan, please contact your FMTA Consultant.



EXPENDITURES RELATED TO PROGRESS REPORT

Indicate expenditures for all Measurable Outcomes and activities for this reporting period:

Line Item Resource Code 3312	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3312 Expenditures	\$ 0.00	\$ 0.00

Line Item Resource Code 3318	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3318 Expenditures	\$ 0.00	\$ 0.00

*Services for the same vendor are capped at \$25,000 in 5800 Budget Line. The remainder must be moved into the 5100 Budget Line.

**Indicate the allowable California Department of Education (CDE) Approved Indirect Cost Rate (ICR) and total ICR used for expenditures made during this report period. The indirect cost changes by year, please note which year this report references.

CDE Approved 2023 ICR:
 Indirect Total for this report period (2023):

CDE Approved 2024 ICR:
 Indirect Total for this report period (2024):



EXPENDITURE SUMMARY FOR CCEIS RESOURCE CODES 3312 AND 3318

Provide expenditures and remaining balance for CCEIS Budget by Resource Code:

Expended this Quarter	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$1409081.15	\$ 0.00
Resource Code 3318	40800.75	\$ 0.00
Total Expenditures this Quarter	\$ 0.00	\$ 0.00

Prior Cumulative Expenditures <i>(expended and reported in previous quarters)</i>	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$ 0.00	\$ 0.00
Resource Code 3318	\$ 0.00	\$ 0.00
Total Prior Cumulative Expenditures	\$ 0.00	\$ 0.00

2023 CCEIS Budget

Resource Codes 2023	Actual Budget 2023	Expenditures to Date 2023	Percent of Total Budget Expended to Date* 2023	Remaining Amount 2023
Resource Code 3312 - 2023	\$1409081.15	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2023	40800.75	\$ 0.00	%	\$ 0.00
Total 2023	\$ 0.00	\$ 0.00	%	\$ 0.00

*All funds must be expended by September 30, 2025. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.

2024 CCEIS Budget

Resource Codes 2024	Actual Budget 2024	Expenditures to Date 2024	Percent of Total Budget Expended to Date** 2024	Remaining Amount 2024
Resource Code 3312 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Total 2024	\$ 0.00	\$ 0.00	%	\$ 0.00

**All funds must be expended by September 30, 2026. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.



SIGNATURES

Instructions: All signatures are required. By signing this report, the following authorized agents validate the accuracy of the information reported.

Printed Name of **Local Educational Agency (LEA) Superintendent:**

LEA Superintendent Signature: 
Date Signed: 09/20/2024

Printed Name of **Special Education Local Plan Area (SELPA) Director:**

SELPA Director Signature: *Giovanni Linares*
Date Signed:

Printed Name of **LEA Implementation Lead:**

LEA Implementation Lead Signature: *Giovanni Linares*
Date Signed:

Printed Name of **LEA Fiscal Officer:**

LEA Fiscal Officer Signature: 
Date Signed: 09/20/2024



2023/2024 CIM for Sig Dis Quarterly Progress and Expenditure Report

Significant Disproportionality Compliance and Improvement Monitoring (CIM) for Comprehensive Coordinated Early Intervening Services (CCEIS)



Purpose of the report: The local educational agency (LEA) identified as being significantly disproportionate shall report expenditures, activities completed and progress on the measurable outcomes indicated by the CIM Plan for Improvement on this *2023/2024 Quarterly Progress and Expenditure Report form for Compliance and Improvement Monitoring (CIM): Significant Disproportionality*.

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LEA Contact Name: Geovanni Linares

2023 Indicator(s)	2024 Indicator(s)
9 & 10	

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* MUST include *data* on student outcomes as a result of the CCEIS activities.

Provide Unduplicated Student Count for this Quarter

General Education students served during this report period (unduplicated**): 0

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**unduplicated = Count should reflect the number of students served, *not the number of services provided*. Use student IDs to track students to ensure the number is unduplicated. It does not matter which plan the services are provided under.



PROGRESS ON MEASURABLE OUTCOMES AND ACTIVITIES

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Measurable Outcome and Progress on Each of the Activities from your Action Plans

Provide written descriptions for each Plan for Improvement Measurable Outcome and report on progress for all the activities under the Measurable Outcomes. Be sure to describe any policies, procedures, and/or practices that have been revised during this quarter and how those revisions have been publicly reported. (Insert information below or provide information in an attachment).

AMENDMENT REVIEW

Is your data showing improved student outcomes?

Yes No

Is there a need for a plan amendment?

2023 Plan: Yes No

2024 Plan: Yes No

If yes for either plan, please contact your FMTA Consultant.



EXPENDITURES RELATED TO PROGRESS REPORT

Indicate expenditures for all Measurable Outcomes and activities for this reporting period:

Line Item Resource Code 3312	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3312 Expenditures	\$ 0.00	\$ 0.00

Line Item Resource Code 3318	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3318 Expenditures	\$ 0.00	\$ 0.00

*Services for the same vendor are capped at \$25,000 in 5800 Budget Line. The remainder must be moved into the 5100 Budget Line.

**Indicate the allowable California Department of Education (CDE) Approved Indirect Cost Rate (ICR) and total ICR used for expenditures made during this report period. The indirect cost changes by year, please note which year this report references.

CDE Approved 2023 ICR:
 Indirect Total for this report period (2023):

CDE Approved 2024 ICR:
 Indirect Total for this report period (2024):



EXPENDITURE SUMMARY FOR CCEIS RESOURCE CODES 3312 AND 3318

Provide expenditures and remaining balance for CCEIS Budget by Resource Code:

Expended this Quarter	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$1409081.15	\$ 0.00
Resource Code 3318	40800.75	\$ 0.00
Total Expenditures this Quarter	\$ 0.00	\$ 0.00

Prior Cumulative Expenditures <i>(expended and reported in previous quarters)</i>	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$ 0.00	\$ 0.00
Resource Code 3318	\$ 0.00	\$ 0.00
Total Prior Cumulative Expenditures	\$ 0.00	\$ 0.00

2023 CCEIS Budget

Resource Codes 2023	Actual Budget 2023	Expenditures to Date 2023	Percent of Total Budget Expended to Date* 2023	Remaining Amount 2023
Resource Code 3312 - 2023	\$1409081.15	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2023	40800.75	\$ 0.00	%	\$ 0.00
Total 2023	\$ 0.00	\$ 0.00	%	\$ 0.00

*All funds must be expended by September 30, 2025. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.

2024 CCEIS Budget

Resource Codes 2024	Actual Budget 2024	Expenditures to Date 2024	Percent of Total Budget Expended to Date** 2024	Remaining Amount 2024
Resource Code 3312 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Total 2024	\$ 0.00	\$ 0.00	%	\$ 0.00

**All funds must be expended by September 30, 2026. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.



SIGNATURES

Instructions: All signatures are required. By signing this report, the following authorized agents validate the accuracy of the information reported.

Printed Name of **Local Educational Agency (LEA) Superintendent:**

LEA Superintendent Signature: DocuSigned by:
Lisa Allen
2DA745FB73CF426...

Date Signed: 09/20/2024

Printed Name of **Special Education Local Plan Area (SELPA) Director:**

SELPA Director Signature: *Geovanni Linares*

Date Signed:

Printed Name of **LEA Implementation Lead:**

LEA Implementation Lead Signature: *Geovanni Linares*

Date Signed:

Printed Name of **LEA Fiscal Officer:**

LEA Fiscal Officer Signature: Signed by:
Janea Marking
D2972921888C416...

Date Signed: 09/20/2024

Acronym Legend:

CDE: California Department of Education
 ICR: Indirect Cost Rate
 SELPA: Special Education Local Plan Area

Return completed form to:
 Special Education Division
 Administrative Services Unit
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

**Special Education Grant
 Indirect Cost Rate Report**

Grant Fiscal Year 2022-23

Name of Grant Program: IDEA 619 FEDERAL PRESCHOOL GRANT

Grantee Name: Sacramento City Unified School District

SELPA Name: Sacramento City Unified School District **SELPA Code:** 3412

Program Cost Account: 13430 **Vendor Number:** 67439 **Suffix:** 01

Standardized Account Code Structure (SACS) Resource Code: 3310 **Grant Amount:** \$272,005.00

The purpose of this report is to indicate the maximum allowable and actual indirect cost claimed by each local educational agency (LEA) receiving Individuals with Disabilities Education Act (IDEA) funds.

(A) LEA Name (maximum 40 characters, include spaces)	(B) Fiscal Year Used for ICR	(C) Total Actual Expenditure Less Indirect Cost Claimed	(D) Total Indirect Cost Claimed	(E) Total = (C+D)	(F) CDE - Approved LEA ICR (enter 5.25% as 0.0525)	(G) Maximum Allowable Indirect Cost	Add/ Delete LEA
Sacramento City USD	2023	\$223,342.40	\$7,861.65	\$231,204.05	0.0352	\$7,861.65	+ -
Sacramento City USD	2024	\$40,801.00	\$0.00	\$40,801.00	0.0326	\$1,288.12	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	Total:	\$264,143.40	\$7,861.65	\$272,005.05		\$9,149.77	

Name and Title of Authorized Agent Janae Marking, Chief Business Official	Name and Title of Contact Person Steven Meadows Budget Analyst	Email and Contact Phone Number steven-meadows@scusd.edu 916-643-9170
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Signed By: Janae Marking Date Signed: 09/20/2024

* The signature of an authorized agent conveys agreement with and accuracy of the information provided.

Revised September 2022

Return completed form to:
 Special Education Division
 Administrative Services Unit
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

Acronym Legend

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

Special Education Federal Grants: Expenditure Report

Grant Fiscal Year:	2022-23									
Name of Grant Program:	IDEA 611 LOCAL ASSISTANCE ENTITLEMENTS									
Grantee Name:	Sacramento City Unified School District									
SELPA Name:	Sacramento City Unified School District			SELPA Code:	3412					
Program Cost Account:	13379	Vendor Number:	6	7	4	3	9	Suffix:	01	
Standardized Account Code Structure (SACS) Resource Code:								3310		

Refer to the Grant Award Notification to complete the section above.

Refer to the Expenditure Report Instructions for reports 1–7 report periods, due dates, and reimbursement requirements.

Report Periods

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

- Report 1
- Report 2
- Report 3
- Report 4
- Report 5
- Report 6
- Report 7
- Final Report

Final Report

The Grantees may submit a Final Expenditure Report (FER) prior to the award ending date, if funds have been fully expended. Upon receipt of the FER and Indirect Cost Rate (ICR) Report (if applicable), the California Department of Education (CDE) will issue up to 100 percent of the total grant award. Refer to the Grant Award Notification conditions for ICR Report requirements. If the grantee did not expend all funds received, the CDE will issue an invoice for the amount (if any) determined as excess to be returned.

Expenditures Summary

Description	Amount
A. Total Grant Award Amount	\$9,572,361.00
B. Prior Cumulative Actual Expenditures Reported, includes Comprehensive Coordinated Early Intervening Services (CCEIS), Coordinated Early Intervening Services (CEIS), and Private Parentally Placed Individual Service Plan (PPP ISP), if applicable	\$8,064,514.00
C. Current Actual Expenditures	\$0.00
D. Current CCEIS and CEIS Actual Expenditures (if applicable)	\$1,360,728.00
E. Current PPP ISP Actual Expenditures (if applicable)	\$21,391.19
PPP ISP Set Aside Amount (if applicable)	\$151,505.00
F. Total Combined Expenditures (B through E)	\$9,446,633.19
G. Cash Payments Received	\$0.00
H. Reimbursement Claimed (F minus G)	\$9,446,633.19
I. Report on Final Expenditures Report only. Indicate the Total Indirect Cost Claimed as reported on the ICR Report (if applicable)	\$67,103.53
J. Unused Balance (A minus F)	\$125,727.81

Certification

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812). Full records of receipts and expenditures have been maintained and are available for a period of five years after submission of a Final Expenditure Report.

Name and Title of Authorized Agent Janae Marking CBO	Name and Title of Contact Person Steven Meadows Budget Analyst	Email and Phone Number of Contact Person steven-meadows@scusd.edu 916-643-9170
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Signature of Authorized Agent

Sign By Signed by: <i>Janae Marking</i> <small>D2972921888C416...</small>	Date Signed 09/20/2024
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For CDE Use Only

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

CDE: California Department of Education
 ICR: Indirect Cost Rate
 SELPA: Special Education Local Plan Area

Return completed form to:
 Special Education Division
 Administrative Services Unit
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

**Special Education Grant
 Indirect Cost Rate Report**

Grant Fiscal Year 2022-23

Name of Grant Program: IDEA 611 LOCAL ASSISTANCE ENTITLEMENTS

Grantee Name: Sacramento City Unified School District

SELPA Name: Sacramento City Unified School District **SELPA Code:** 3412

Program Cost Account: 13379 **Vendor Number:** 67439 **Suffix:** 01

Standardized Account Code Structure (SACS) Resource Code: 3310 **Grant Amount:** \$9,572,361.00

The purpose of this report is to indicate the maximum allowable and actual indirect cost claimed by each local educational agency (LEA) receiving Individuals with Disabilities Education Act (IDEA) funds.

(A) LEA Name (maximum 40 characters, include spaces)	(B) Fiscal Year Used for ICR	(C) Total Actual Expenditure Less Indirect Cost Claimed	(D) Total Indirect Cost Claimed	(E) Total = (C+D)	(F) CDE - Approved LEA ICR (enter 5.25% as 0.0525)	(G) Maximum Allowable Indirect Cost	Add/ Delete LEA
Sacramento City USD	2023	\$7,926,375.37	\$58,585.63	\$7,984,961.00	0.0352	\$271,513.36	+ -
Sacramento City USD	2024	\$1,453,154.29	\$8,517.90	\$1,461,672.19	0.0326	\$46,146.15	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	Total:	\$9,379,529.66	\$67,103.53	\$9,446,633.19		\$317,659.51	

Name and Title of Authorized Agent Janae Marking CBO	Name and Title of Contact Person Steven Meadows Budget Analyst	Email and Contact Phone Number steven-meadows@scusd.edu 916-643-9170
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Signed By: Janae Marking Date Signed: 09/20/2024

* The signature of an authorized agent conveys agreement with and accuracy of the information provided.

**SUCCESSOR MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
MHO Medical Services, Inc.,
FOR SCHOOL LOCATED VACCINE EVENTS**

AGREEMENT

This Memorandum of Understanding (MOU) made and entered on August 1, 2024, outlines the responsibilities of the MHO Medical Services, Inc., a California professional corporation and Sacramento City Unified School District in implementing School-Located Vaccine Events; hereafter referred to as SLVEs.

The Childhood Immunization Project is a school-based vaccine program that will provide free vaccinations to SCUSD staff and families at Sacramento City Unified School District. Childhood Immunization Project is a partnership between MHO Medical Services, Inc., and Sacramento City Unified School District. This MOU shall remain in effect until terminated by either party in writing.

1. TERM AND TERMINATION.

1.1 Term. The Term of the MOU shall be from August 1, 2024 through July 31, 2025 ("Term"), unless earlier terminated as provided herein.

1.2 Termination for Convenience. Either Party may terminate this Agreement at any time for any reason, by giving thirty (30) days' written notice to the other Party. MHO Medical Services, Inc., shall immediately stop further performance of the Services upon receipt of written notice from District, unless otherwise directed.

2. RIGHTS AND RESPONSIBILITIES OF THE AGENCY

2.1 Provide school with promotional materials for staff to educate families about the SLVE.

2.2 Provide documents in appropriate language[s] and provide bilingual staff if needed.

2.3 Provide information to staff and teachers about the school-located vaccine event.

2.4 Provide school with consent forms to distribute to for students to participate in SLVE.

2.5 Provide staff or volunteers to review consents for completeness prior to the agreed-upon date for administration of the vaccinations.

2.6 Provide a team to administer free vaccinations to students and staff at the [insert event name], on the school campus, during [insert time of event]. Vaccinations will be administered by trained FNP's, RN's and or MA's.

2.7 Provide documentation to participants of the vaccine received.

2.8 Agency Service Location. All Agency Services shall be delivered to or provided

in-person at the District sites identified in **Attachment A**. The specific areas on District campuses where such services shall be provided will be determined by the District.

3. RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

3.1 The District will permit MHO Medical Services, Inc., staff to enter School Sites/District properties identified on **Attachment A** to provide the Services listed above.

3.2 District nurses and support staff, to the extent reasonably possible as determined by the District in its sole discretion, will assist with promoting the Childhood Immunization Project services to youth and families in collaboration with MHO Medical Services, Inc., staff.

3.3 To support this effort, Sacramento City Unified School District will:

3.4 Promote the SLVE with families by posting provided promotional material on campus and distributing promotional materials.

3.5 Distribute and collect consent forms on the agreed-upon deadlines.

3.6 Communicate with MHO Medical Services, Inc., staff regarding material needs and scheduling.

3.7 Identify an appropriate space to hold the SLVE and provide chairs and tables as needed.

3.8 Permit MHO Medical Services, Inc., staff and volunteer's access to SCUSD and facilities as necessary to prepare for and participate in the SLVE. This may include access on dates other than the day of the SLVE.

3.9 Recruit volunteers to help support the SLVE staff on the day of the event.

3.10 Help identify students with their consent forms to maintain safety.

3.11 Not be involved in the direct provision of healthcare services. Provider shall be solely responsible for establishing arrangements of payment with insurance for billing, payment, and reimbursement.

3.12 Participate in a post-SLVE evaluation survey.

3.13 Ensure that MHO Medical Services, Inc., is provided with no more than Directory Information as defined under the Family Educational Right and Privacy Act (FERPA) with respect to students participating in the school-located vaccine event.

4. PERSONNEL.

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

5. INSURANCE.

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

- a. Comprehensive or Commercial General Liability insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- b. Sexual Abuse and Molestation Insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- c. Professional Liability (Errors and Omissions) Insurance with limits of at least \$1,000,000 Per Occurrence / \$2,000,000 Aggregate.
- d. Statutory Workers' Compensation Insurance, as prescribed by the law of the State of California.

5.2 Proof of Carriage of Insurance. Upon request, Agency shall furnish the District with certificates indicating the required coverages have been obtained.

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

6. INDEMNIFICATION.

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

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

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

7. GENERAL PROVISIONS.

7.1 Exclusive Use. Services provided under the Agreement are for the exclusive use

of the District and District students. No other persons shall be allowed onto District property for the purpose of receiving services by MHO Medical Services, Inc.,

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

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

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

7.5 Subsequent Arrest Notification. Agency shall notify the District within 24 hours of any notice (e.g. a subsequent arrest notice) that a MHO Medical Services, Inc., staff was arrested if that person has had or may have contact with District students.

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

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

Agency's employees or contractors encounter a student.

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

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

7.10 Non-Discrimination. Agency affirms that it shall not, in employment or operation of its programs and Services, unlawfully discriminate on the basis of nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristic.

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

7.12 Disputes. In the event of a dispute between the Parties as to performance of the Services, interpretation of the Agreement, or payment, the Parties will meet and confer and attempt to resolve the matter informally. Thereafter, the Parties agree that all disputes in any way arising out of or relating to this Agreement will be submitted for resolution by non-binding mediation.

Each Party in such mediation shall bear its own costs and attorneys' fees incurred in connection with the mediation. Neither Party may initiate any arbitration or legal action prior to the conclusion of the mediation.

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

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

If to District:

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

If to Agency:

MHO Medical Services, Inc.,
Masaru 'Rusty' Oshita, MD

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

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

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

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

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

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

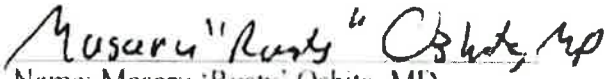
7.21 Incorporation of Recitals and Attachments. The recitals and each Attachment attached hereto are hereby incorporated herein by reference.

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

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

MHO Medical Services, Inc.,

Sacramento City Unified School District


Name: Masaru 'Rusty' Oshita, MD

Name: Janca Marking

President
Title

Chief Business Officer
Title


Signature

Signature

8/27/24
Date

Date


9/18/24

Sacramento City Unified School District
Memorandum of Understanding

Page 7
Rev 07/12/2024

ATTACHMENT A

School Sites/District Properties Services will be Provided

1. SCUSD schools

ATTACHMENT B

Fingerprinting Certification

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

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

Executed this _____, 2023, in Sacramento, California.

(Seal of business)

By: _____
(Signature)



AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and HMC Architects ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on May 16, 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 October 3, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from May 2024 to July 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after October 3, 2024, on a flat fee basis up to a maximum of \$1,508,376.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional architectural design services to develop PC fabrication drawings and structural engineering services for the modular buildings for permitting purposes.

Description of funding changes to contract:

Original contract amount	\$1,428,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$1,428,000.00
Amount of this change order.....	\$80,376.00

NEW CONTRACT AMOUNT.....\$1,508,376.00

Section II All Other Provisions Reaffirmed.

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

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

ACCEPTED AND AGREED on the date indicated below:

DATE: October 3, 2024

**Sacramento City Unified School
District**

HMC Architects



9/17/24

Janea Marking
Chief Business & Operations Officer

Vipul Safi
Principal-in-Charge



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item#13.1b

Meeting Date: October 3, 2024

Subject: Approve Contracts Report >\$15,000

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Contracts Reports > \$114, 500

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
R25-01872	BYD Coach and Bus, LLC	Purchase Order	Transportation Services	Ron Hill	Janea Marking	Yes	9/10/24-6/30/25	Six (6) each Type A electric school buses and two (2) each Type D electric school buses for Transportation Services. Procuring utilizing CA DGS Master Purchase Contract #1-23-23-18A	Clean School Bus Rebate	5930	\$1,807,304.25	9/23/2024
SA24-00760	HMC Architects	Service Agreement	Facilities	Chris Ralston	Janea Marking	No	5/16/24-7/1/25	Amendment No. 1 for additional architectural services for PC Drawings and structural engineering services for the Ethel Phillips Campus renewal project. INCREASE OF \$80,376	Measure H	9809	\$1,508,376.00	9/23/2024
S24-00101	New Directions / ProCare	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	No		Increase of \$175,979 to pay final invoice. Board approved 2/15/24 for NPA registered Behavior Technician services for students	State Mental Health-Related	6546	\$1,464,779.00	9/23/2024
SA25-00073	Learning Solutions Kids Inc	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24 - 6/30/25	Classroom aides that cannot be filled by SCUSD staff	Special Education	6500	\$1,274,400.00	9/23/2024
SA25-00385	City Year	Service Agreement	Deputy Superintendent	Mary Hardin Young	Mary Hardin Young	No	7/1/23-6/30/24	Focused supports to ensure students stay in school and on track to graduate per agreement dated 6/9/22 for the 2023-2024 school year	IASA-Title I Basic Grants Low	3010	\$907,500.00	9/23/2024
R25-01459	Safety Vision, LLC	Purchase Order	Transportation Services	Ron Hill	Janea Marking	Yes	7/1/24-6/30/25	Child safety cameras and installation for school buses. Procuring utilizing TIPS Contract Number 210801, Approved Board Resolution 3422, 6/6/24.	Clean School Bus Rebate	5930	\$449,120.83	9/23/2024
R25-01887	Nearpod, LLC	Purchase Order	Curriculum & Prof Develop	Erin Hanson	Yvonne Wright	Yes	9/1/24-6/30/25	District license subscription to Nearpod Premium Plus. Supports vocabulary and comprehension, instructional planning and resource tools for teachers	NCLB Title II	4035	\$239,000.00	9/23/2024
SA25-00397	Lionakis	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	9/13/24-8/19/25	Architectural services for the Pacific ES Modernization and New Construction project.	Measure H	9809	\$226,856.00	9/23/2024
SA25-00302	Premier Management Group	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	8/1/24-11/1/25	Construction management and administration services for the Luther Burbank HS Kitchen project.	Kitchen Infrastructure AB181	7032	\$148,550.00	9/23/2024
R25-01083	Hillyard Sacramento	Blanket Purchase Order	Facilities	Chris Ralston	Janea Marking	No	7/1/24-6/30/25	Custodial hand soap and supplies for all sites. Increase original not to exceed amount \$84,190 by \$37,500. Procuring utilizing CMAS contract #4-23-04-1052	General	0000	\$121,690.00	9/23/2024
SA25-00418	Eliassen Group	Service Agreement	Business Services	Cindy Tao	Janea Marking	Yes	9/19/24-3/21/25	District Federal Program Monitoring, External Audit Coordinator	General	0000	\$114,000.00	9/23/2024
SA25-00141	CSU Sacramento Bursar's Office	Service Agreement	Student Support & Health	Jacqueline Garner	Yvonne Wright	No	10/23/23-6/30/26	Provides an educational pipeline for those interested in pursuing a School Nurse Credential through grant funding	High Road Training Partnership	7863	\$100,000.00	9/23/2024
SA25-00142	Hellan Dowden	Service Agreement	Health Services	Jacqueline Garner	Yvonne Wright	Yes	3/1/24 - 6/30/26	Develop and support the creation and implementation of an apprenticeship-based program within an education setting involving school nurses, support staff and administrators and local higher education providers.	High Road Training Partnership	7863	\$100,000.00	9/23/2024
SA25-00383	Scott Rempfer	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	9/1/24-6/12/25	Offer exercise, fitness and sports training programs during after school program hours at various SCUSD sites	Expanded Learning	2600	\$99,200.00	9/23/2024
SA25-00380	Iris Taylor Consulting	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	9/9/24-2/28/25	Consultant to provide supervision and guidance to the Special Education Dept	Special Education	6500	\$90,000.00	9/23/2024
SA25-00293	International Rescue Committee	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	9/1/24-6/12/25	Facilitate SAC Refugees Empowering Peers (REP) curriculum to Afghan students during after school program hours at various SCUSD sites	Expanded Learning	2600	\$75,000.00	9/23/2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
SA25-00310	Fev Tutor Inc.	Service Agreement	Isador Cohen	Enrique Flores	Yvonne Wright	Yes	9/1/24-6/10/25	Online tutoring subscription	ESSA Comprehensive Suprt & Imp	3182	\$41,750.00	9/23/2024
SA25-00384	YMCA	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	9/1/24-6/12/25	Addendum to add George Washington Carver from SA24-00048	21st Century Comm	4124	\$40,181.46	9/23/2024
SA25-00296	Techedify	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	9/1/24-6/12/25	Bridge the digital divide by equipping students with user-friendly tech tools and knowledge to empower students during after school program hours at George Washington Carver and HJHS	Expanded Learning	2600	\$40,000.00	9/23/2024
R25-01679	Graphic Promotions	Purchase Order	Nutrition Services	Diana Flores	Janea Marking	Yes	7/1/24-6/30/25	Uniform shirts for Nutrition Services staff	Child Nutrition	5310	\$32,896.89	9/23/2024
SA25-00289	Hands Up Mltt	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	9/1/24-6/12/25	Provide highest quality fitness experience through providing three key elements: confidence, conditioning and consistency during after school program hours	Expanded Learning	2600	\$32,736.00	9/23/2024
SA25-00323	KMC Archery	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	7/1/24-6/30/25	Engage students in archery skill building and building archery related products during the after school program hours at Hollywood Park ES and West Campus HS	ASES / Expanded Learning	6010 / 2600	\$31,000.00	9/23/2024
R25-01745	Arbiter Sports, LLC	Purchase Order	Equity, Access & Excellence	David Parsh	Yvonne Wright	Yes	7/1/24-6/30/25	Prepaid deposit to Arbiter Sports referee pay site for Rosemont HS sports program for SY24-25	LCFF District Wide Support	0011	\$30,000.00	9/23/2024
R25-01748	Arbiter Sports, LLC	Purchase Order	Equity, Access & Excellence	David Parsh	Yvonne Wright	Yes	7/1/24-6/30/25	Prepaid deposit to Arbiter Sports referee pay site for C.K. McClatchy HS sports program for SY24-25	LCFF District Wide Support	0011	\$30,000.00	9/23/2024
R25-01749	Arbiter Sports, LLC	Purchase Order	Equity, Access & Excellence	David Parsh	Yvonne Wright	Yes	7/1/24-6/30/25	Prepaid deposit to Arbiter Sports referee pay site for John F. Kennedy HS sports program for SY24-25	LCFF District Wide Support	0011	\$26,000.00	9/23/2024
R25-01743	Arbiter Sports, LLC	Purchase Order	Equity, Access & Excellence	David Parsh	Yvonne Wright	Yes	7/1/24-6/30/25	Prepaid deposit to Arbiter Sports referee pay site for Luther Burbank HS sports program for SY24-25	LCFF District Wide Support	0011	\$25,000.00	9/23/2024
R25-01747	Arbiter Sports, LLC	Purchase Order	Equity, Access & Excellence	David Parsh	Yvonne Wright	Yes	7/1/24-6/30/25	Prepaid deposit to Arbiter Sports referee pay site for Hiram Johnson HS sports program for SY24-25	LCFF District Wide Support	0011	\$25,000.00	9/23/2024
SA25-00390	Trust Youga	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	9/1/24-6/12/25	Provide students Mindfulness and Body Awareness classes during after school at Leataata Floyd and Edward Kemble.	21st Century Comm/Expanded Learning	4124 /2600	\$24,924.00	9/23/2024
SA25-00389	Warren Consulting Engineers	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	9/13/24-8/19/25	Provide topographic survey services for the Pacific ES Modernization and New Construction project	Measure H	9809	\$20,782.50	9/23/2024
SA25-00374	Alchemist CDC	Service Agreement	Student Support & Health	Jacqueline Garner	Yvonne Wright	No	2/10/23-2/10/28	MOU for the operation of the Parker Family Resource Center food pantry.	ARP HMLSS CHLD/YTH II	5634	\$19,240.48	9/23/2024
SA25-00377	Koppel & Gruber	Service Agreement	Facilities	Chris Ralston	Janea Marking	No	3/21-24-6/30/24	Board approved 3/21/24: Fee justification study services	Developer Fees	9130	\$15,300.00	9/23/2024
R25-01252	Curriculum Associates, LLC	Purchase Order	Edward Kemble ES	Enrique Flores	Yvonne Wright	Yes	8/1/24-7/31/25	i-Ready Math and Reading Site license and tech support	IASA-Title I Basic Grants Low	3010	\$15,150.00	9/23/2024
SA25-00373	Youth Forward	Service Agreement	Student Support & Health	Jacqueline Garner	Yvonne Wright	Yes	7/1/24-6/30/25	Reach out to identified unhoused/homeless students at HJHS through the help of the Student Support Center	ARP HMLSS CHLD/YTH II	5634	\$15,000.00	9/23/2024



888 E. Walnut St. Floor 2
Pasadena, CA 91101

Phone: (626) 770-4678

Quotation For:

**Sacramento City Unified School District
Chamberlain Segrest, (916)-586-4676
7050 San Joaquin St, Sacramento, CA 95820**

Quotation

DATE 9/27/2024
Quotation # JS05302024SCUSD

Quotation Validity: 90 Days
Quotation valid until: 12/26/2024

Prepared by: Haonan Liu

SALES PERSON	SHIP DATE	FOB Destination	TERMS
Jason Shi	Q2 2025	7050 San Joaquin St, Sacramento, CA 95820	NET-30

ITEM #	QTY	DESCRIPTION	CONTRACT PRICE (USD)	TOTAL AMOUNT (USD)
1	6	Product Description: RIDE Type A (Achiever) School Bus with Heat Pump (Nameplate Battery Capacity 156 kWh) Manufacturer's SKU: S8201 Passenger Capacity: 24+1 DGS Contract Line-Item number:101A MSRP: \$295,000 Unit of Measure: Per Vehicle Commodity Code Number: UNSPSC 25101509	\$ 316,130.00	\$ 1,896,780.00
2	2	Product Description: RIDE Type D (Dreamer) School Bus with Heat Pump (Nameplate Battery Capacity 255 kWh) Manufacturer's SKU: S12N01 Passenger Capacity: 66+1 DGS Contract Line-Item number:101D MSRP: \$409,000 Unit of Measure: Per Vehicle Commodity Code Number: UNSPSC 25101509	\$ 436,320.00	\$ 872,640.00
3	8	Wifi Router: - Cradle Point R1900	\$ 3,800.00	\$ 30,400.00
4	8	Destination Cost	Included	Included
Subtotal				\$ 2,799,820.00

Estimated Sales Tax (8.75%)*	\$ 244,984.25
------------------------------	---------------

2024 HVIP Standard Incentive (Class 6-7) - (6) Type A	\$ (841,500.00)
2024 HVIP Standard Incentive (Class 8) - (2) Type D	\$ (396,000.00)

Total (USD)	\$ 1,807,304.25
--------------------	-----------------

***NOTE:**

- Above tax calculation is only estimated. Applicable taxes to be adjusted according to date of invoice.
- Charger is not included.
- This order will be issued and governed by CA DGS Master Purchase Contract #1-23-23-18A
- INCENTIVES. If an Equipment purchase price is paid in part or in full by anticipated or actual monies from governmental grants, incentives, or like kind benefits ("Incentives"), then in the scenario where the Incentives are not successfully obtained, the applicable Equipment purchase price will be increased by an amount equal to the amount of the Incentives that were not successfully obtained.



Quote Number: Q-01048
 Delivery Method: UPS Ground
 Primary Contact: Ron Hill
 Expires On: 7/31/2024

Safety Vision

6100 W. SAM HOUSTON PKWY. N.
 HOUSTON, TEXAS 77041-5113

[800.880.8855](tel:800.880.8855)

[713.896.6600](tel:713.896.6600)

EMAIL@SAFETYVISION.COM

Bill To

Sacramento City Unified School District
 PO BOX 246870
 SACRAMENTO, CA 95824

Ship To

Sacramento City Unified School District
 PO BOX 246870
 SACRAMENTO CA 95824
 United States

5 Cam System (4112)

TIPS Co-Op - Contract Number: 210801
 (27) Gen Ed

QTY	PART #	DESCRIPTION	Unit Price	Total
27	4112-HVR-1TBNP	4112-HVR, 41-GPS, 41-PWRHRNS, 41-TRIGGER, SV-1TBSSD-NP, SV-4112-CAN, SV-BATTERY-AAA	\$2,441.16	\$65,911.32
27	SD-32GSA	32GB SD Card Serialized	\$0.00	\$0.00
27	41-PANIC-KIT	41-PANIC, 41-PANIC-CABLE	\$0.00	\$0.00
27	AHD-2.8M-BK	2.8MM Black Camera without IR'	\$0.00	\$0.00
27	41-WS-BRKT	Front Windshield Bracket	\$0.00	\$0.00
108	39-2.1IR-AHD	Black 1080 AHD 2.1mm Cam w/ IR	\$0.00	\$0.00
54	SVS-5MMF	16ft 4in M/F THREADED CABLE	\$0.00	\$0.00
54	SVS-10MMF	32ft 8in M/F THREADED CABLE	\$0.00	\$0.00
27	SVS-15MMF	49ft 4in M/F THREADED CABLE	\$0.00	\$0.00
27	Freight	Freight	\$25.70	\$693.90
27	Installation	Installation	\$588.50	\$15,889.50

QTY	PART #	DESCRIPTION	Unit Price	Total
27	4112/4120	Maintenance & Tech Support	\$50.00	\$1,350.00
5 Cam System (4112) Total:				\$83,844.72

3 Cam System (4401)

TIPS Co-Op - Contract Number: 210801
(104) Sped buses

QTY	PART #	DESCRIPTION	Unit Price	Total
104	4401-HVR-512KIT	4000HYB-SENSHRN, 41-GPS2, 41-PWRHRNS, 4401-HVR, SD-512GSA, SV-4CH-AVHRNS, SV-BATTERY-AAA	\$1,564.32	\$162,689.28
104	4401-PANIC-KIT	4000HYB-LEDPANC, 41-COMEXT, 41-PANIC	\$0.00	\$0.00
104	AHD-H2.8M-BK	1080 AHD BLACK CAMERA W/OUT IR	\$0.00	\$0.00
104	41-WS-BRKT	Front Windshield Bracket	\$0.00	\$0.00
208	39-2.1IR-AHD	Black 1080 AHD 2.1mm Cam w/ IR	\$0.00	\$0.00
208	SVS-5MMF	16ft 4in M/F THREADED CABLE	\$0.00	\$0.00
104	SVS-10MMF	32ft 8in M/F THREADED CABLE	\$0.00	\$0.00
104	Freight	Freight	\$25.70	\$2,672.80
104	Installation	Installation	\$467.50	\$48,620.00
104	4112/4120	Maintenance & Tech Support	\$50.00	\$5,200.00
3 Cam System (4401) Total:				\$219,182.08

Cloud Server

TIPS Co-Op - Contract Number: 210801
Cloud Server- 6 Months of Storage

QTY	PART #	DESCRIPTION	Unit Price	Total
1	Event Cloud Hosting Live View 1 Yr		\$7,485.00	\$7,485.00
Cloud Server Total:				\$7,485.00

Wireless Download Modem

TIPS Co-Op - Contract Number: 210801
Wireless Radio Only- Wifi Only

QTY	PART #	DESCRIPTION	Unit Price	Total
131	V-WIFI-MOXKIT-W	30-160010, 73570, A2FICSQ12VDC1.6, AWK-1137C-US. SMD-W-3J3J-WHT- & WK-51-01-UNIVER	\$623.66	\$81,699.46
131	Installation	Installation	\$75.00	\$9,825.00
Wireless Download Modem Total:				\$91,524.46

Wireless Programming Trip Fee

TIPS Co-Op - Contract Number: 210801

QTY	PART #	DESCRIPTION	Unit Price	Total
131	Installation	Moxa Radio Configuration	\$100.00	\$13,100.00
Wireless Programming Trip Fee Total:				\$13,100.00

Grand Total: \$415,136.26

We have competitive financing available. Please contact your Account Executive to discuss options.

For any further information please do not hesitate to reach us

Regards,
Jerry Ortega
jortega@safetyvision.com

Acceptance Details:
Signature:
Name:
Date:
PO Number:

Quote Terms:

Invoices, less installation, due Net 30. Installation to be invoiced on a bi weekly basis over the installation period.

All returns subject to a 25% restocking fee.

All items warranted for 3 years unless otherwise noted.

Sac City Nearpod/Flocabulary Renewal

Solution	Approved Pricing for Sac City
Nearpod, Flocabulary & 21st Century (current implementation- 28.03% discount, \$370,500 list)	\$239,000 Complimentary PD included
Flocabulary only District wide	\$142,880
Nearpod only District wide	\$175,000
Nearpod and 21st Century District wide	\$214,000
Nearpod- 500 teachers (21st not included)	\$194,500 (\$389/teacher)
Multi year through 6/20/26 Nearpod, Flocabulary & 21st Century (current implementation- 30% discount)	\$535,000 Complimentary PD included

New contract dates: 9/1/24-6/30/25

**Multi-year options available: lock in 2024 pricing
Bundled programs, additional discounts




Site Pricing:

School pricing

Per site pricing

Enrollment	Nearpod			21st Century		
	Premium Plus	Math	Social Studies	EL Program	Readiness Program	Flocabulary
0-149	\$4,025	\$3,475	\$1,875	\$1,450	\$1,550	\$3,100
150-249	\$4,750	\$4,050	\$2,175	\$1,650	\$1,775	\$3,100
250-499	\$5,375	\$4,600	\$2,475	\$1,975	\$2,075	\$4,200
500-999	\$6,400	\$5,450	\$2,950	\$2,275	\$2,475	\$4,200
>1000	\$8,450	\$7,200	\$3,875	\$3,000	\$3,300	\$4,200
Virtual PD (2 Hours)	\$450					



Nearpod	<u>Nearpod Brochure</u>	<u>Lesson Library</u>
Flocabulary	<u>Flocabulary website</u>	<u>Nearpod+Flocabulary</u>
21st Century	<u>Implementation Guide</u>	<u>Scope & Sequence</u>



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**Pacific Elementary School Interim Housing
at Clayton B. Wire Project**

Dated: October 3, 2024

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services.....	9
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	11
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract.....	13
Article 10	Indemnity / Architect Liability.....	15
Article 11	Fingerprinting and Conduct on Project Site.....	16
Article 12	Responsibilities of the District.....	16
Article 13	Liability of District.....	17
Article 14	Nondiscrimination.....	17
Article 15	Insurance.....	17
Article 16	Covenant against Contingent Fees.....	17
Article 17	Entire Agreement/Modification.....	18
Article 18	Non-Assignment of Agreement.....	18
Article 19	Law, Venue.....	18
Article 20	Alternative Dispute Resolution.....	19
Article 21	Tolling of Claims.....	19
Article 22	Attorneys' Fees.....	19
Article 23	Severability.....	20
Article 24	Employment Status.....	20
Article 25	Certificate of Architect.....	21
Article 26	Cost Disclosure - Documents and Written Reports.....	21
Article 27	Notice & Communications.....	22
Article 28	Disabled Veteran Business Enterprise Participation.....	22
Article 29	District's Right to Audit.....	22
Article 30	Other Provisions.....	23
Article 31	Exhibits "A" through "H".....	24

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of October 3, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Pacific ES Interim Housing at Clayton B. Wire, 5100 El Paraiso Avenue, Sacramento, CA 95824.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget:** The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager:** The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor:** One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District:** The Sacramento City Unified School District.
- 1.1.13. **DSA:** The Division of the State Architect.
- 1.1.14. **Extra Services:** District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. **Laboratory of Record:** The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project:** Pacific Elementary School Interim Housing at Clayton B. Wire, 5100 El Paraiso Avenue, Sacramento, CA 95818.
- 1.1.17. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.

2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.

2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

2.7.1.9. Form DSA PR 13-02, Project Certification Process.

- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and

issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions
 - 2.13.8. State and Local agency fees.
 - 2.13.9. Testing and inspection

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Data Eng: The Engineering Enterprise

Mechanical/Plumbing: Weston & Associates

Structural: Lionakis

Specifications: Lionakis

Civil: Warren Consulting Engineers

Door Hardware: Opening Consultants

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the

Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of **Two Hundred Twenty-One Thousand Eight Hundred Fifty-Six Dollars (\$221,856.00)**. The fee represents eight percent (8%) of the proposed construction value of \$2,800,000 million plus specialty consultant fees. At the completion of Bidding phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$5,000**. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications,

estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.

District may, at its discretion, provide the Architect time to cure its default or breach.

- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of

limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to

asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Architect:

Lionakis
2025 19th Street
Sacramento, CA 95818
ATTN: Laura Knauss, Principal
EMAIL:
laura.knauss@lionakis.com

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to

retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31. Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

LIONAKIS ARCHITECTS

Date: _____, 20__

Date: September 24, 2024

By: _____

By:  _____
Andrew Deeble, COO/CFO on behalf of

Title: Janea Marking, Chief Business Officer

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	SCHEMATIC DESIGN PHASE	3
D.	CONSTRUCTION DOCUMENTS PHASE	8
E.	BIDDING PHASE	12
F.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	13
G.	CLOSE OUT PHASE	17

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Pacific Elementary School Interim Housing at Clayton B. Wire Project.

Construction Cost Budget: \$2,800,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. Mechanical

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. Electrical

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. Civil

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule; and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. Civil

All site plans, site utilities, parking and roadway systems completed.

f. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

E. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

F. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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G. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare an electronic Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$270
Associate Principal:	\$255
Senior Associate	\$245
Associate	\$235
Project Manager:	\$205
Designer:	\$145-\$165
Architect:	\$180-\$205
Contract Administrator:	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Schematic Design/Design Development Phase within approximately **45 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **45 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
1. 100% Submittal Package **95 calendar days**
(End of December 2024)
 2. Final Contract Documents
Anticipated approval date: March 2025
- D. The durations stated above include the review periods of **7 calendar days** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	<u>25%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	10%
Bidding Phase	5%
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$5,000.**

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

b. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

c. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

d. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

e. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise

indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Premier Management Group, Inc.

**Luther Burbank High School
Kitchen Modernization**

Dated: October 3, 2024

TABLE OF CONTENTS

ARTICLE 1.	Definitions.....	1
ARTICLE 2.	Term	3
ARTICLE 3.	Scope, Responsibilities and Services of CM	3
ARTICLE 4.	CM Staff.....	5
ARTICLE 5.	Schedule of Work.....	5
ARTICLE 6.	Construction Cost Budget	6
ARTICLE 7.	Fee and Method of Payment for Basic Services.....	7
ARTICLE 8.	Payment for Extra Services	7
ARTICLE 9.	Ownership of Data.....	8
ARTICLE 10.	Termination of Contract.....	8
ARTICLE 11.	Indemnity.....	10
ARTICLE 12.	Conduct on Project Site and Fingerprinting	10
ARTICLE 13.	Responsibilities of the District	11
ARTICLE 14.	Liability of District	11
ARTICLE 15.	Insurance	12
ARTICLE 16.	Nondiscrimination	15
ARTICLE 17.	Covenant Against Contingent Fees	16
ARTICLE 18.	Entire Agreement/Modification	16
ARTICLE 19.	Non-Assignment of Agreement.....	16
ARTICLE 20.	Law, Venue.....	16
ARTICLE 21.	Alternative Dispute Resolution.....	16
ARTICLE 22.	Tolling of Claims.....	17
ARTICLE 23.	Severability.....	17

ARTICLE 24.	Employment Status	17
ARTICLE 25.	Warranty of CM	18
ARTICLE 26.	Cost Disclosure - Documents and Written Reports	19
ARTICLE 27.	Communications / Notice.....	19
ARTICLE 28.	RESERVED.....	19
ARTICLE 29.	District's Right to Audit	19
ARTICLE 30.	Other Provisions	20
ARTICLE 31.	Exhibits	21

EXHIBITS "A" – "E"

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of October 3, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Premier Management Group, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the Luther Burbank High School Kitchen Modernization Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget**: The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District's Representative**: The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Assistant Superintendent of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee**: The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective upon final execution, and except as otherwise provided herein, will continue in effect until November 1, 2025.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.

4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:

Project Director during construction:	Wayne Sjolund
Project Manager:	Ryan Perry-Smith
Construction Manager:	Rami Wahhab
Project Engineer	TBD

4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.

4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.

4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.

4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed

with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
 - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as

approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

District shall pay CM an amount not to exceed **One Hundred Forty-Eight Thousand Five Hundred Fifty Dollars (\$148,550)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**

- 7.1 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.2 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.3 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.4 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall

proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required

written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“the Indemnified Parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM’s own expense, including attorneys’ fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM’s obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM’s obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. “Cat calls” or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District’s property. No students, staff, visitors or contractors are to use drugs on District’s property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District

that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in

connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 15.2.2 **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for two million dollars (\$2,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for

amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens, Contracts

CM:

Premier Management Group, Inc.
133 Riverside Avenue
Roseville, CA 95678
ATTN: Ryan Perry-Smith

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. [RESERVED]

ARTICLE 29. District's Right to Audit

- 29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect

costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement

was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREMIER MANAGEMENT GROUP, INC.

By: _____
Janea Marking
Chief Business and Operations Officer

By:  _____
Ryan Perry-Smith
President

Date: _____

Date: 09/24/24

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

	<u>Page</u>
1. BASIC SERVICES.....	1
2. GENERAL PROJECT SERVICES.....	4
3. PRECONSTRUCTION PHASE.....	5
4. PRE-BID PHASE.....	7
5. BIDDING PHASE.....	7
6. CONSTRUCTION PHASE.....	8
7. PROJECT COMPLETION.....	11
8. FINAL DOCUMENTS.....	12

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$175
Project Manager	\$165
Construction Manager	\$145
Project Engineer	\$115

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

[To be completed/inserted]

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 0530-403 between the Sacramento City Unified School District ("District") and Premier Management Group, Inc. ("CM") for construction management services for the Luther Burbank High School Kitchen Modernization Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: Janea Marking, Chief Business & Operations Officer

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

PREMIER MANAGEMENT GROUP, INC.

By:  _____
Ryan Perry-Smith
President

Date: 09/24/24

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Hillyard, Inc.

CMAS NUMBER:	4-23-04-1052
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	04/21/2023 through 02/28/2025
EFFECTIVE DATE:	01/22/2024
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE CALSAVE #:	AEPA IFB #023-B
BASE CALSAVE HOLDER:	Hillyard, Inc.
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of custodial supplies & equipment only. (See page 3 for the restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 02/28/2025. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1c

Meeting Date: October 3, 2024

Subject: Approve Personnel Transactions

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:

1. Certificated Personnel Transactions Dated October 3, 2024
2. Classified Personnel Transactions Dated October 3, 2024

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer and Lead Negotiator

Approved by: Lisa Allen, Superintendent

Attachment 1: CERTIFICATED 10/3/2024

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ANDERSON THOMPSON	ANDRE	B	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	9/19/2024	6/30/2025	EMPLOY PROB 9/19/24
HAMBRICK	SHARON	B	Teacher, Elementary	BOWLING GREEN ELEMENTARY	9/12/2024	6/30/2025	EMPLOY PROB 9/12/24
INOUE	LYNN	B	Lang. Speech & Hearing Specilst	SPECIAL EDUCATION DEPARTMENT	9/4/2024	6/30/2025	EMPLOY PROB 9/4/24
MANOLAKAS	DALE	B	Teacher, Elementary	MARK TWAIN ELEMENTARY SCHOOL	9/23/2024	6/30/2025	EMPLOY PROB 9/23/24
SCHAFFER	HANNA	B	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	9/23/2024	6/30/2025	EMPLOY PROB 9/23/24
LEAVES							
ARCA	LORENA	A	Teacher, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	9/23/2024	6/30/2025	AMEND LOA RTN 9/23/24
AUSTIN	ELIASON	B	Asst Prncpl, Supt Prty(Mid)	WILL C. WOOD MIDDLE SCHOOL	9/9/2024	10/7/2024	LOA (PD) FMLA/CFRA 9/9-10/7/24
HOANG	JOLAINE	A	Teacher, Elementary	JAMES W MARSHALL ELEMENTARY	9/27/2024	1/12/2025	LOA(PD) FMLA/CFRA 9/27-11/12/25
HOANG	JOLAINE	A	Teacher, Elementary	JAMES W MARSHALL ELEMENTARY	1/13/2025	2/28/2025	LOA (UNPD) 1/13/25-2/28/25
JOHNSON	JOSEPH	A	Teacher, K-8	ROSA PARKS MIDDLE SCHOOL	10/6/2024	6/30/2025	LOA RTN (PD) FMLA/CFRA 10/6/24
LOSOYA	DEMETRE	C	Teacher, Elementary Spec Subj	FATHER K.B. KENNY - K-8	8/14/2024	6/30/2025	LOA RTN (PD) ADMIN 8/14/24
MC PHERSON	TODD	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	9/28/2024	1/12/2025	LOA(PD) FMLA/CFRA/BB INTERMITTENT 9/28-1/12/25
PEREZ	NATALI	A	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	10/11/2024	12/20/2024	LOA (PD) 10/11/24-12/20/24
ROACH	LARA	A	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	9/3/2024	9/26/2024	LOA (PD) 9/3-26/24
SMITH	ANDREW	A	Program Specialist, Special Ed	SPECIAL EDUCATION DEPARTMENT	10/14/2024	6/30/2025	LOA RTN(PD) FMLA/CFRA 10/14/24
TEPLY	LORA	A	Teacher, Elementary	HUBERT H BANCROFT ELEMENTARY	9/23/2024	1/8/2025	LOA (PD) HE 9/23/24-1/8/25
VALLE	IRENE	A	School Nurse	HEALTH SERVICES	6/14/2024	6/30/2025	LOA (UNPD) 6/14-6/30/25
WAMPLER	SARAH	A	Teacher, Elementary	CAROLINE WENZEL ELEMENTARY	8/30/2024	11/22/2024	LOA (PD) FMLA/CFRA 8/30-11/22/24
WILSON	KRISTIN	A	Teacher, Spec Ed	TAHOE ELEMENTARY SCHOOL	9/19/2024	6/30/2025	LOA (PD) ADMIN 9/19/24
YANG	MOUA	A	Teacher, Elementary	H.W. HARKNESS ELEMENTARY	8/31/2024	6/30/2025	LOA RTN (PD) 8/31/24
RE-ASSIGN/STATUS CHANGE							
BEAN	MELANIE	A	Training Specialist	SCHOOL CLIMATE	9/11/2024	6/30/2025	REA/STCHG 9/11/24
ESTACIO	NOEL	B	Director II, Health Services	HEALTH SERVICES	8/26/2024	6/30/2025	REA/STCHG 8/26/24
FLOYD	MALCOLM	B	Principal, Elem/Charter Schl	BOWLING GREEN ELEMENTARY	9/10/2024	6/30/2025	REA/STCHG 9/10/24
LUPERCIO	LUIS		Teacher, Elementary	MUSIC SECTION	9/30/2024	6/30/2025	REA/STCHG 9/30/24
OLTMANN	SCOTT	A	Training Specialist	CURRICULUM & PROF DEVELOP	8/26/2024	6/30/2025	REA/STCHG 8/26/24
SEPARATE / RESIGN / RETIRE							
FLORES	FABIOLA	B	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	7/1/2024	9/3/2024	SEP/RESIGN 9/3/24
GILMORE	SUSAN	B	Director III, Adult Education	ADULT EDUCATION/SKILL CTR.	11/1/2024	6/30/2025	SEP/RESIGN 6/30/25
LUCK	JACQUELINE	A	Teacher, Elementary	CAMELLIA BASIC ELEMENTARY	7/1/2024	9/5/2024	SEP/RETIRE 9/5/24
TRANSFER							
FONG	ROBERT	A	Teacher, Elementary Spec Subj	JOHN CABRILLO ELEMENTARY	9/1/2024	6/30/2025	TR 9/1/24

Attachment 2: CLASSIFIED 10/3/2024

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ALVAREZ	JOSE	B	Teacher Assistant, Bilingual	BG CHACON ACADEMY	9/3/2024	6/30/2025	EMPLOY PROB 9/3/24
ALVAREZ	LESLIE	B	Inst Aid, Spec Ed	EDWARD KEMBLE ELEMENTARY	9/9/2024	6/30/2025	EMPLOY PROB 9/9/24
AMBREEN	NEELAM	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	9/3/2024	6/30/2025	EMPLOY PROB 9/3/24
CARBONEL	LAARNI	B	Inst Aid, Spec Ed	TAHOE ELEMENTARY SCHOOL	9/9/2024	6/30/2025	REEMPLOY 9/9/24
CHIU	JESIEBEL	B	Inst Aid, Spec Ed	EARL WARREN ELEMENTARY SCHOOL	9/4/2024	6/30/2025	EMPLOY PROB 9/4/24
DICKSON	MICHELLE	B	Inst Aid, Spec Ed	SEQUOIA ELEMENTARY SCHOOL	9/5/2024	6/30/2025	REEMPLOY 9/5/24
DITTMER	RAINA	B	Library Media Tech Asst	DAVID LUBIN ELEMENTARY SCHOOL	8/30/2024	6/30/2025	REEMPLOY 8/30/24
ESCOTTO	AMBER	B	Inst Aid, Spec Ed	MATSUYAMA ELEMENTARY SCHOOL	9/11/2024	6/30/2025	EMPLOY PROB 9/11/24
FELIX	RHONDA	B	Inst Aid, Spec Ed	FERN BACON MIDDLE SCHOOL	9/11/2024	6/30/2025	REEMPLOY 9/11/24
FLORES	PERLITA	B	Noon Duty	BG CHACON ACADEMY	9/9/2024	6/30/2025	EMPLOY PROB 9/9/24
FONES	CRISTINA	B	Instructional Aide (TK)	SUTTERVILLE ELEMENTARY SCHOOL	9/5/2024	6/30/2025	EMPLOY PROB 9/5/24
GRAVES	JEANNIE	B	Noon Duty	GENEVIEVE DIDION ELEMENTARY	8/30/2024	6/30/2025	EMPLOY PROB 8/30/24
HARRIS	SHALYNN	B	Inst Aid, Spec Ed	ETHEL I. BAKER ELEMENTARY	9/16/2024	6/30/2025	EMPLOY PROB 9/16/24
HERRERA DE MARTINEZ	VERONICA	B	Custodian	PACIFIC ELEMENTARY SCHOOL	7/1/2024	6/30/2025	EMPLOY PROB 7/1/24
JAMES	SIRIA	B	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	9/3/2024	6/30/2025	EMPLOY PROB 9/3/24
JIMENEZ	DIANA	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	9/16/2024	6/30/2025	EMPLOY PROB 9/16/24
JOHNSON	RENE	B	Campus Monitor	LUTHER BURBANK HIGH SCHOOL	10/1/2024	6/30/2025	EMPLOY PROB 10/1/24
KISTNER	CHRISTOPHER	B	Instructional Aide (TK)	SUY:U ELEMENTARY	9/5/2024	6/30/2025	EMPLOY PROB 9/5/24
LEGGETT	ANDREW	B	Inst Aid, Spec Ed	EARL WARREN ELEMENTARY SCHOOL	9/3/2024	6/30/2025	EMPLOY PROB 9/3/24
LEWIS	GEOFFREY	B	Custodian	ETHEL I. BAKER ELEMENTARY	9/9/2024	6/30/2025	EMPLOY PROB 9/9/24
MORALES	ARACELI	B	Instructional Aide	OAK RIDGE ELEMENTARY SCHOOL	9/3/2024	6/30/2025	EMPLOY PROB 9/3/24
NGO	GINA	B	Noon Duty	PONY EXPRESS ELEMENTARY SCHOOL	8/28/2024	6/30/2025	EMPLOY PROB 8/28/24
PULIDO	MARTHA	B	Family Partnership Facilitator	PARENT ENGAGEMENT	9/16/2024	6/30/2025	EMPLOY PROB 9/16/24
RELEI	SOPHIA	B	Noon Duty	ABRAHAM LINCOLN ELEMENTARY	9/11/2024	6/30/2025	EMPLOY PROB 9/11/24
SILERIO-CARRASCO	STEPHANIE	B	Inst Aid, Spec Ed	MARTIN L. KING JR ELEMENTARY	9/16/2024	6/30/2025	EMPLOY PROB 9/16/24
THOMPSON JR	STACEY	B	Inst Aid, Spec Ed	JOHN CABRILLO ELEMENTARY	9/16/2024	6/30/2025	EMPLOY PROB 9/16/24
VUE	NATALIE	B	Inst Aid, Spec Ed	CESAR CHAVEZ INTERMEDIATE	9/9/2024	6/30/2025	EMPLOY PROB 9/9/24
ZEPEDA	VANESSA	B	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	9/19/2024	6/30/2025	EMPLOY PROB 9/19/24
LEAVES							
ALEMAN	DAVID	A	Clerk II	HOLLYWOOD PARK ELEMENTARY	10/14/2024	11/8/2024	LOA (PD) 10/14-11/8/24
ALVAREZ GUZMAN	ANA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/9/2024	11/18/2024	LOA (PD) 9/9- 11/18/24
ALVES	EMILY	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	8/30/2024	9/18/2024	LOA (PD) FMLA/CFRA 8/30/24-9/18/24
ALVES	EMILY	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/19/2024	6/30/2025	LOA RTN 9/19/24-6/30/25
COOKE	SEAN	A	Inst Aid, Comp Lab	MARTIN L. KING JR ELEMENTARY	9/16/2024	10/13/2024	LOA (PD) 9/16-10/13/24
DE LA CRUZ ESTRADA	ANDREW	B	Warehouse Worker	DISTRIBUTION SERVICES	7/1/2024	6/30/2025	LOA (PD) ADMIN EFF 9/30/24
DIXSON	ELESIA	B	Manager, Nutrition Program	NUTRITION SERVICES DEPARTMENT	8/23/2024	9/15/2024	LOA EXT (PD) 8/23-9/15/24
DIXSON	ELESIA	B	Manager, Nutrition Program	NUTRITION SERVICES DEPARTMENT	9/16/2024	6/30/2025	LOA RTN 9/16/24-6/30/25
ESTRADA	RAYMOND	B	Manager II, Employee Comp	EMPLOYEE COMPENSATION	9/13/2024	6/30/2025	LOA (PD) ADMIN 9/13/24
FAROOQI	ZARLASHT	A	Teacher Assistant, Bilingual	HIRAM W. JOHNSON HIGH SCHOOL	9/18/2024	12/20/2024	LOA (PD) 9/18-12/20/24
GLUCKMAN	ELIZABETH	A	Inst Aid, Spec Ed	GEO WASHINGTON CARVER	9/8/2024	9/15/2024	LOA EXT 9/8-9/15/24
GLUCKMAN	ELIZABETH	A	Inst Aid, Spec Ed	GEO WASHINGTON CARVER	9/16/2024	6/30/2025	LOA RTN 9/16/24
KOHLER	DESIRAE	B	Bus Driver	TRANSPORTATION SERVICES	8/9/2024	10/18/2024	LOA (PD) 8/9/24-10/18/24
LEE	MEI YEE	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/16/2024	6/30/2025	LOA RTN ADMIN 9/16/24
LOPEZ	TERESA	A	Noon Duty	NEW JOSEPH BONNHEIM	9/1/2024	6/30/2025	LOA RTN 9/1/24
MONTOYA	KENNA	A	Controller-Bookkeeper HS	HIRAM W. JOHNSON HIGH SCHOOL	9/30/2024	6/30/2025	LOA RTN 9/30/24
ODOM	RAMSEY	A	Bus Driver	TRANSPORTATION SERVICES	9/9/2024	9/27/2024	LOA (PD) 9/9-9/27/24
POOLE	COURTNEY	B	Specialist II Mental Hlth Spec	STUDENT SUPPORT&HEALTH SRVCS	7/17/2024	10/4/2024	LOA (PD) FMLA/CFRA 7/17/24-10/4/24
POOLE	COURTNEY	B	Specialist II Mental Hlth Spec	STUDENT SUPPORT&HEALTH SRVCS	10/5/2024	6/30/2025	LOA RTN 10/5/24
SILVA-LUERAS	KRISTIN	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/14/2024	10/18/2024	LOA /UNPD PC 6/14/24-10/18/24
SOTO	DARREN	A	Applications Spec II	TECHNOLOGY SERVICES	8/1/2024	12/20/2024	LOA (PD) INTERM. FMLA /CFRA 8/1-12/20/24
THOMAS	ANGELIQUE	A	School Office Manager I	THEODORE JUDAH ELEMENTARY	9/23/2024	12/20/2024	LOA(PD)FMLA/CFRA/BB 9/23-12/20/24
UNDERWOOD	VENA	A	Admin Asst, Ed-Special Ed	SPECIAL EDUCATION DEPARTMENT	9/24/2024	10/7/2024	LOA (PD) EXT 9/24-10/7/24
VANG	PO	B	Noon Duty	SUSAN B. ANTHONY ELEMENTARY	9/20/2024	11/29/2024	LOA (PD) 9/20-11/29/24



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1d

Meeting Date: October 3, 2024

Subject: Approval of Unauthorized Vendor Payments

- 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: Approve the attached list of vendor payments

Background/Rationale: Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.

Financial Considerations: See attached.

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

Documents Attached:

1. List of unauthorized vendor payments

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent



Sacramento City Unified School District
Business Services

Unauthorized Vendor Payment Approval

The following "Unauthorized Vendors" cannot receive an approved Purchase Order (PO) due to a lack of meeting district minimum requirements. The following list of payments due are for services performed without approval. Vendors have submitted invoices and are seeking payment for amounts listed.

Board Date: 10/3/24

#	School Site/Department	Vendor ID#	Reason	Amount Due
1.	Special Education	124465	Ceasing services, new labor partner process was not followed	\$1,330,143.81
2.	Special Education	128858	Ceasing services, new labor partner process was not followed	\$899,331.20



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1e

Meeting Date: October 3, 2024

Subject: Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of August 1-31, 2024.

- 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: Approve attached list of warrants and checks.

Background/Rationale: The detailed list of warrants, checks and electronic transfers issued for the period of August 1-31, 2024 are available for the Board members upon request.

Financial Considerations: Normal business items that reflect payments from district funds.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

Warrants, Checks and Electronic Transfers – August 1-31, 2024

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

Sacramento City Unified School District

Warrants, Checks and Electronic Funds Transfers

AUG 2024

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97429817 - 97430611	795 items	\$ 46,570,236.10
		General (01)	\$ 18,163,871.84
		Charter (09)	\$ 123,664.12
		Adult Education (11)	\$ 47,038.01
		Child Development (12)	\$ 24,409.75
		Cafeteria (13)	\$ 1,699,915.29
		Building (21)	\$ 23,982,174.87
		Developer Fees (25)	
		Cafeteria Enterprise (61)	\$ 1,215.84
		Self Insurance (67)	\$ 123,114.75
		Self Ins Dental/Vision (68)	\$ 2,379,570.70
		Payroll Revolving (76)	\$ 25,260.93
		Alternate Cash	00002610 - 00002641
Payroll Revolving (76)	\$ 84,745.65		
Payroll and Payroll Vendor Warrants	97908227 - 97909289	1063 items	\$ 5,931,694.24
		General (01)	\$ 1,840,864.33
		Charter (09)	\$ 44,587.54
		Adult Education (11)	\$ 9,949.22
		Child Development (12)	\$ 57,030.91
		Cafeteria (13)	\$ 124,891.39
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
Retiree Benefits (71)			
Payroll Revolving (76)	\$ 3,854,370.85		
Payroll ACHs and Payroll Vendor EFTs	ACH 01617797 - 01625654 EFT 00000027 - 00000028	7859 items	\$ 25,773,475.69
		General (01)	\$ 23,543,323.45
		Charter (09)	\$ 617,506.97
		Adult Education (11)	\$ 244,222.82
		Child Development (12)	\$ 464,961.47
		Cafeteria (13)	\$ 766,656.08
		Deferred Maintenance (14)	
		Building (21)	\$ 41,565.56
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	\$ 26,688.16
		Self Ins Dental/Vision (68)	\$ 6,353.32
Retiree Benefits (71)			
Payroll Revolving (76)	\$ 62,197.86		
County Wire Transfers for Benefit, Debt & Tax	9700350194 - 9700350214	21 items	\$ 13,772,537.69
		General (01)	\$ 200,784.32
		Payroll Revolving (76)	\$ 13,571,753.37
Total	9770 items		\$ 92,159,859.93



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

Meeting Date: October 3, 2024

Subject: Donations to the District for the Period of August 1-31, 2024.

- 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: Accept the donations to the District for the period of August 1-31, 2024

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

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

Documents Attached:

- Donations Report for the period of August 1-31, 2024.

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

B OF A - BANK OF AMERICA

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA25-0000367	Posted	(000454) BENEVITY FUND	8772	Electronic F	08/01/24					08/01/24 U.K.ONLINE BENEV	1.02
01-0812-0-8690-	-	-	-	-	-0384-		1.02				

Total for Sacramento City Unified School District 1.02

Fund-Object Recap

01-8690 Donation Board Acknowledgement 1.02

Fund 01 - General Fund 1.02

Fiscal Year 2025

Total for Sacramento City Unified School District 1.02

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 8/1/2024, Ending Receipt Date = 8/31/2024, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

BMO AP - BMO Harris Bank (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BM25-0000151	Posted	(000670) THE BLACKBAUD GIVIN	8764	Check	08/14/24	1110259989			BMO081424	Donation, Blackbaud Giving F	60.00
01-0812-0-8690-	-	-	-	-	0151-	60.00					
BM25-0000152	Posted	(000670) THE BLACKBAUD GIVIN	8764	Check	08/14/24	1110257728			BMO081424	Donation, Blackbaud Giving F	30.00
01-0812-0-8690-	-	-	-	-	0151-	30.00					
Total for Sacramento City Unified School District											91.02

Fund-Object Recap

01-8690	Donation Board Acknowledgement	90.00
Fund 01 - General Fund		90.00
Total for Sacramento City Unified School District		91.02

Org Recap

Sacramento City Unified School District	
E - Electronic Funds Xfer	1.02

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 8/1/2024, Ending Receipt Date = 8/31/2024, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

BMO AP - BMO Harris Bank (AP)

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
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Org Recap

Sacramento City Unified School District (continued)

C - Check	90.00
Total Receipts	91.02
Report Total	91.02

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 8/1/2024, Ending Receipt Date = 8/31/2024, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

Meeting Date: October 3, 2024

Subject: Approve Minutes for the September 5, 2024 Regular Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes for the September 5, 2024, Regular Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the September 5, 2024, Regular Board of Education Meeting

Estimated Time of Presentation: N/A
Submitted by: Lisa Allen, Superintendent
Approved by: Lisa Allen, Superintendent



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

- Lavinia Grace Phillips, President (Trustee Area 7)*
- Jasjit Singh, Vice President (Trustee Area 2)*
- Chinua Rhodes, Second Vice President (Trustee Area 5)*
- Tara Jeane (Trustee Area 1)*
- Christina Pritchett (Trustee Area 3)*
- Jamee Villa (Trustee Area 4)*
- Taylor Kayatta (Trustee Area 6)*
- Justine Chueh-Griffith, Student Member*

Thursday, September 5, 2024

5:00 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms

5735 47th Avenue

Sacramento, CA 95824

MINUTES

2024/25-2

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 5:01p.m.

Board Members Present:

- Member Phillips*
- Member Rhodes*
- Member Singh*
- Member Villa*
- Member Jeane*
- Member Kayatta*

Board Members Absent:

- Member Pritchett*
- Student Board Member Chueh-Griffith*

2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

No public comment

3.0 CLOSED SESSION

While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.

3.1 Government Code 54956.9 - Conference with Legal Counsel:

a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Nine Potential Cases)*

3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)*

3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Complaint*

3.4 *Government Code 54957- Public Employee Appointment (a) Approve- Bowling Green McCoy, Principal*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

4.1 *The Pledge of Allegiance*

4.2 *Broadcast Statement*

4.3 *Stellar Student introduced by Board Member Tara Jeane*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There were 2 announcements that came out of closed session.

-The Board approved 8 settlement agreements related to special education services, each one separately by a vote of 5-0 with Members Singh and Pritchett absent.

-By a vote of 6-0 with Member Pritchett absent, the Board approved the appointment of Malcolm Floyd as Principal, Bowling Green McCoy Elementary School.

6.0 AGENDA ADOPTION

The Board adopted the agenda unanimously.

7.0 PUBLIC COMMENT

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district's website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Cassandra Jennings

Neveah Curtis

Joanne Jenkins

Carrie Marks

Tiffany Martin

Candace Newman

Seann Rooney
Pastor Mark Meeks
Tom Nelson
Gabrielle Lor
Carolina Ojeda

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA-Nikki Milevsky shared that tonight there are a couple of items on the agenda that they believe need to be at the forefront and highest priority for 2024-2025, which is Special Education. SCUSD has failed to provide students with special needs the education they deserve, and which the district is required to provide by state and federal law. Later, we will hear presentations from district staff around the Black Parallel School Board Action Plan and the response to the Grand Jury’s investigation. As referenced specifically in the action plan, there is administrative dysfunction in the Special Education Department. This dysfunction is born out of the district’s failure to discuss the action plan prior to tonight’s presentation with them. Despite repeated efforts to discuss it with the leadership of the Special Education Department, specifically the SELPA Director, who is the primary point of contact. This is not the first time that this failure to communicate has been identified, and as their reading of this report makes clear that this dysfunction is not limited to just outreach and input from them. There has been no effort by the district to connect with them around the CDE monitor assigned to SCUSD, because of his deficiencies in providing services to students with disabilities. Once again, they have been informed that the point of contact, currently the point of “no” contact, is the SELPA Director. While they have been extremely supportive of the changes initiated by the majority of the school board and Superintendent Allen, the ongoing crisis of leadership in Special Education Department needs to be addressed, and addressed immediately.*
- *SEIU-No update*
- *TCS-No update*
- *Teamsters- No update*
- *UPE-Np update*

8.2 District Advisory Committees:

- *Student Advisory Council-No update*

- *Community Advisory Committee- The representative shared that this year they truly have a dynamic group of educators, parents and community members, who seek to be the bridge in the gap between those who provide Special Education and those who receive it. They started the year early with board training, and they agreed that the focus this year would be family engagement, and inclusive practices. They have updated the SELPA website to be more user friendly. They have their CAC meetings scheduled for the third Tuesday of the month, and board members are encouraged to attend. They have added SELPA parent office times before and after the general meeting for parents to speak directly to the SELPA Director and Special Ed. Specialist. They have also included an open forum at the beginning and end of the meeting. This year they have two major events. A holiday mixer on December 17th and an end-of-the-year bash and award ceremony on June 13th. There are concerns that have been voiced about the CDE report and the local plan, and how it is going to be implemented. Also, there are concerns around unplaced children.*
- *District English Learner Advisory Committee-No update*
- *Local Control Accountability Plan/Parent Advisory Committee-No update*
- *Black/African American Advisory Board-No update*
- *Community Schools Advisory Committee-No update*
- *American Indian Education Program Parent Committee-The American Indian Education Program Parent Committee has completed their summer program. They have 25 students enrolled from K-6. They did a variety of events throughout the week. They are hoping to grow the program, so that they can include middle schoolers and add on high schoolers. This year, they have 165 enrolled students in the program. The goal this year is to increase their involvement with the parents and the students as well. The bigger community they can grow, the more they will benefit from it. They have started their MOU for tutoring, and will offer tutoring to those that need it. They thanked their partnership with the Sacramento's Chinese Community Center. Lastly, they are finally able to have their classroom educator back, which they are very excited about.*

9.0 SPECIAL PRESENTATION

9.1 Opening of Schools (Various)

Staff provided an overview on construction, professional learning, staffing, enrollment, attendance, expanded learning, student and health services, nutrition services, safety, and communications at the start of the school year. This was an information item.

Public Comment:
No public comment

Board Comment:
Member Kayatta thanked staff for the presentation and shared that it really is exciting to be starting a new school year. Member Kayatta wanted to commend all the work that has been done by the Facilities Department over the summer. For enrollment, we always have a couple of issues and we are still waiting for some kids to get enrolled. Member Kayatta wanted to acknowledge to families that we are working hard on that. Member Kayatta wanted to thank staff who have been working around the clock. Member Kayatta wanted to know that we are rolling out all of our district services, but he also wants to make sure that we are welcoming parents and caregivers into schools as well. There were some public comments around PTAs and families, and Member Kayatta just wants to make sure that we are supporting them, and see if we can get PTAs on Parent Square. To welcome adults on our campus to support our students, Member Kayatta was wondering if we can offer mobile fingerprinting clinics or a little more availability, because it can be a real challenge for parents and caregivers who want to support kids with field trips or want to volunteer on campus.

9.2 *Approve Resolution No. 3435: Recognition of National Attendance Awareness Month, September 2024 (Sandra Laird & Andrea Torres)*

Sandra Laird and Andrea Torres presented the recognition of National Attendance Awareness Month. This is an action item.

Public Comment:
No public comment

Board Comment:
No Board comment

Member Pritchett made a motion with a second from Member Rhodes. The Board voted 7-0 with a student preferential yes vote.

9.3 *B/AAAB Update (Yvonne Wright & Daniel Rolleri)*

Yvonne Wright, Daniel Rolleri, and Erin Hanson presented the B/AAAB update. Staff shared updates on the action plan, the staff toolkit, African American studies courses, and subcommittee creation. This was an information item.

Public Comment:
Terrence Gladney

Board Comment:

Student Board Member Chueh-Griffith wanted to know how student voices and Black student voices will be involved in the processes to ensure that these curriculums and subcommittees are also taking into account student perspectives.

Member Rhodes referenced an advanced placement of African American studies program that was seen as a good model for the African American studies courses, and wanted to know if it could lead to something, like we see at Sac State with Black honors. Member Rhodes wanted to know if it could lead to something where students can be in this program that has a focus and gear towards what is similar to how staff are talking about GATE, but in a broader sense in our district.

9.4 *SCUSD- Black Parallel School Board (BPSB) Action Plan (Geovanni Linares)*

Yvonne Wright and Geovanni Linares presented the background of the BPSB litigation, an action plan overview, and next steps. This is an action item.

Public Comment:

Carl Pinkston

Lamaia Coleman

Board Comment:

Member Kayatta thanked the Black Parallel School Board and the plaintiffs that brought this action. Member Kayatta shared that they did what so many in this community have been trying to do for decades. In terms of the action plan, Member Kayatta would like to see an executive summary when this item comes back for updates. Member Kayatta wants to look at how we make the real long-term changes. Member Kayatta shared that we need to completely reimagine how we treat our students.

Member Villa thanked staff for bringing this to the Board. Member Villa highlighted that we don't have baseline data. Member Villa wanted to know what staff needs from the Board for this action plan to be implemented successfully.

Student Board Member Chueh-Griffith reflected on her brother's experience and the community's experience as a whole in Special Ed. within the district. Member Chueh-Griffith shared that she sees a lot of language in the action plan about engaging families in the community, but she also wants to ensure that we're not just engaging families and parents, but engaging the students in these Special Ed. classrooms as well.

Member Jeane shared that we operate in silos and this plan is basically saying silos cannot exist for our kids, which means it's not just the one SELPA Director position, but it's about how we are building the relationships with all the people that need to be a part of this. Member Jeane is really grappling with the role of the independent monitor. Member

Jeane shared that we have phenomenal educators here with incredible expertise, and she is not reading their expertise in the plan. Member Jeane doesn't know if it's the fact that we have data barriers, and she is hoping that we are investigating why we have data barriers, and how we fix that. Member Jeane didn't see a lot of teacher voice and the staff that are working directly with these kids, and it looks like an independent monitor is giving us this plan. Member Jeane shared that we don't need a superman to rescue us, we are the ones that can save ourselves. Member Jeane wanted clarification on what the Board was taking action on. Member Jeane shared that we do not regularly update our board policies, and our board policies are incredibly defunct and ancient. One of the huge directives in here is actually for the Board to do that work. Member Singh clarified that this is a lawsuit and a plan that they have to agree to. Member Singh shared that there is nothing that they can really do, but put trust into this process. Member Singh shared that when they're supporting the students who are suffering the most, which are our Black students and students who are in Special Education, if we find a way to support them then we are automatically going to figure out a way to support all of our kids. Member Singh shared that the more updates that they can receive, and clarity around process, and how the SELPA Director actually works out for everyone, they would like to know. Member Rhodes shared that when you help Black students, you help all students. Member Rhodes shared that talent is universal, opportunity is not. Member Rhodes shared that this gives us an opportunity to change those dynamics here in our district. Member Phillips shared that we need to discuss the elephant in the room, which is racism. Member Phillips wants to make sure that our focus here is on our Black students. Member Phillips shared that it is important for us to understand that this is because things have not happened well, and might continue to not happen well, if we don't talk about the problem that let us here and put students in silos in the first place. Member Phillips shared that this is a plan that should have been in place all along. Member Phillips shared that this is a failure in the system that has now been recognized, and if we can get this together and do what we need to do, then we are going to make the change.

Member Pritchett made a motion with a second from Member Phillips. The Board vote 7 to 0 with student preferential yes vote.

9.5 *Approve Grand Jury Response
(Board President Lavinia Phillips)*

Member Phillips shared that last June, the Sacramento County Grand Jury issued an investigative report, including 9 findings and 13 recommendations related to the District's special education services. The Grand Jury requested that the Board reply to its findings and recommendations and we are presented tonight with the final draft of the reply for Board approval. I wanted to underscore the importance of this work and the Board's commitment to improving special education services

and correcting systems that contribute to a disproportionately high number of students in general and Black and African American students in particular, identified as having disabilities. The Board takes the grand jury's findings and recommendations very seriously and are actively engaging in efforts to improve our special education services and supports. One significant step is the implementation of the action plan, just approved by this Board, developed with the Black Parallel School Board and the use of an independent monitor. While significant, that step alone is not enough. Through our continued collaboration with the California Department of Education, the Black Parallel School Board, and others, as well as the work of our District staff, the SCUSD SELPA, LCAP, and MTSS teams, we are committed to making the necessary changes to ensure that all Sacramento City students can access the special education services they need. While it was not easy to read the criticisms and concerns raised by the Grand Jury, it their duty to face these issues head on because our students deserve better. This is an action item.

Public Comment:

No public comment

Board Comment:

Member Kayatta is slightly troubled by the response that staff has drafted for the Board, because he does not believe it fully captures the Board's comments on the grand jury report that they've illustrated from the dais. Member Kayatta does not believe that the response goes far enough to fully address the concerns that the grand jury raised. Member Kayatta does not think that the Black Parallel School Board litigation is the perfect silver bullet for everything that is in special education. Member Kayatta shared that that independent monitor serves a critical role for that litigation, but they are not representative to the full community or the Board, and it doesn't necessarily provide full community input to make sure that we are tackling all these problems. Member Kayatta would take the response as it is, but add that the Board should form a blue ribbon committee to last for 1-year to monitor the oversight of these grand jury findings. This would be separate and independent from the other actions that they are taking in Special Education, and separate and independent from the Black Parallel School Board litigation.

Member Phillips clarified the Member Kayatta's proposal to form a limited the limited term committee to monitor the changes.

Member Kayatta proposed to have 1 or 2 board members, some teachers and aides, parents, experts in special education, and even a grand juror, if they would like to come back and work with us.

Member Rhodes wanted to clarify if having a separate committee or creating an Ad Hoc committee needs to be written in their formal response, or can it be something that the Board can take up at a later time and have discussion around it.

Member Kayatta would like the response to include that the Board will form a committee at a subsequent meeting.

Member Rhodes finds Member Kayatta's request concerning, because he is making the assumption that the full Board agrees with him, and they have not had proper time to have this conversation. Member Rhodes shared that if this is something that Member Kayatta would like to form, he thinks that it should be taken up at a different meeting.

Member Jeane is hesitant to form another committee. Member Jeane shared that they would be receiving quarterly reports from the Independent Monitor, so she would like to start with those quarterly reports first.

Member Villa made a motion with a second from Member Pritchett to approve the response as is. The Board vote 6-1 with Member Kayatta voting no, and a student preferential yes vote.

10.0 PUBLIC HEARING

10.1 Determination Hearing for Charter Renewal for Growth Public Schools (Amanda Goldman)

Amanda Goldman shared an overview of the process for the determination hearing and next steps. The Executive Director for GPS, Audria Johnson, shared GPS' mission, their history, and student growth data over the years. The Principal at GPS, Dr. Abbott, shared family engagement at GPS and priorities going forward. Audria Johnson shared an overview of their last priority, which is sustainability, and the partnership with SCUSD. This is an action item.

Public Comment:

No public comment

Board Comment:

Member Jeane thanked staff for their presentation and for following up on the items that the Board asked about at the previous meeting, and answering some of the questions they had.

Member Singh wanted to clarify what the three options are for the renewal.

Member Pritchett thanked staff for all their great work.

Member Pritchett made a motion with a second from Member Villa to approve the renewal of GPS. The Board vote 7-0 with student preferential yes vote.

10.2 Approve Public Hearing Resolution No. 3433: Resolution to Convey Public Utilities Easement to Sacramento Municipal Utility District at Oak Ridge Elementary School (Janea Marking)

Ben Wangberg presented the resolution to convey public utilities easement to Sacramento Municipal Utility District at Oak Ridge Elementary School. This item is listed to be approved on the consent agenda as item number 12.11. This is an information item.

Public Comment:
No public comment

Board Comment:
No Board comment

11.0 COMMUNICATIONS

11.1 Student Member Report (Justine Chueh-Griffith)-Member Chueh-Griffith shared information about the new cell phone policies at some of the high schools, and concerns that students have. Member Chueh-Griffith shared an open invitation to the board members to come to their Student Advisory Council meetings. The meetings are held every Wednesdays at Serna Center from 5-6:30pm.

11.2 Superintendent's Report (Lisa Allen)-No report

11.3 President's Report (Lavinia Phillips)-Member Phillips shared that if she shares an email, she really wants to make sure that board members are responding in a prompt manner. Member Phillips would like to have a conversation around the role of a Board President.

11.4 Information Sharing by Board Members-No update

9:58 p.m. **12.0 CONSENT AGENDA**

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

12.1 Items Subject or Not Subject to Closed Session:

12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Janea Marking)

12.1b Approve Contracts Report >\$15,000 (Janea Marking)

12.1c Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of June 1-30, 2024 (Janea Marking)

12.1d Approval of Unauthorized Vendor Payments (Janea Marking)

12.1e Approve Donations to the District for the Period of June 1-30, 2024 (Janea Marking)

12.1f Approve Personnel Transactions (Cancy McArn)

12.1g Approve Revised Board of Education Meeting Calendar for 2024-2025 (Lisa Allen)

12.1h Approve minutes for the May 16, 2024, Regular Board of Education Meeting (Lisa Allen)

12.1i Approve minutes for the June 6, 2024, Regular Board of Education Meeting (Lisa Allen)

12.1j Approve minutes for the June 20, 2024, Regular Board of Education Meeting (Lisa Allen)

12.1k Approve minutes for the August 8, 2024, Regular Board of Education Meeting (Lisa Allen)

12.1l Approve Resolution No. 3433 Resolution to Convey Public Utilities Easement to Sacramento Municipal Utility District at Oak Ridge Elementary School (Janea Marking)

12.1m Approve Resolution No. 3434: Resolution Regarding Board Stipends (Lisa Allen)

12.1n Approve Job Descriptions (Cancy McArn & Dan Schallock)

12.1o Approve Salary Schedules (Cancy McArn & Dan Schallock)

Public Comment:

No public comment

Board Comment:

Member Pritchett pulled item 12.1a. Member Pritchett asked for clarification on the contract between the City of Rancho Cordova and SCUSD.

Member Pritchett made a motion with a second from Member Phillips to approve all items except 12.1a. The Board vote 7-0 with a student preferential yes vote.

Member Pritchett made a motion with a second from Member Phillips to approve 12.1a as is. The Board vote 7-0 with a student preferential yes vote.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *September 19, 2024, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *October 3, 2024, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

14.0 ADJOURNMENT

The meeting adjourned at 9:11 p.m.

Lisa Allen, Superintendent and Board Secretary

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education relating to an open session item will be available for public inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at www.scusd.edu.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1h

Meeting Date: October 3, 2024

Subject: Approve Staff Recommendation for Expulsions 1, 2, and 3 of the 2024-25 school year

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

Division: Deputy Superintendent's Office; Student Hearing and Placement Department

Recommendation: Approve staff recommendation for Expulsions 1, 2, and 3 of the 2024-25 school year

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): College and Career Ready Students

Documents Attached: N/A

Estimated Time of Presentation: N/A

Submitted by: David Van Natten, Director, Student Hearing and Placement

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

Meeting Date: October 3, 2024

Subject: **Approve Resolution No. 3446 Resolution to Convey Public Utilities Easement to Sacramento Municipal Utility District at Edward Kemble and Cesar Chavez Elementary Schools**

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

Division: Facilities Support Services

Recommendation: Subsequent to Public Hearing Item 10.1, approve Resolution No. 3446, which conveys utility easement entitlements to Sacramento Municipal Utility District for the Edward Kemble and Cesar Chavez Elementary Schools construction project.

Background/Rationale: The District is rebuilding Edward Kemble and Cesar Chavez Elementary Schools and Sacramento Municipal Utility District has jurisdiction over the electrical distribution facilities that serve the Edward Kemble and Cesar Chavez Elementary Schools. Sacramento Municipal Utility District requires a utility easement to move and provide electrical services to the site.

Financial Considerations: N/A

LCAP Goal(s): Maintain Safe Learning Environments & Dismantle Inequities; Maintain Safe & Clean Environments and Sufficient Supplies

Documents Attached:

1. Resolution No. 3446
2. SMUD Commitment Letter and Easement Documents

Estimated Time of Presentation: 5 minutes

Submitted by: Ben Wangberg, Facilities Planning Manager

Nathaniel Browning, Director, Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Janea Marking, Chief Business & Operations Officer

Lisa Allen, Superintendent

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

RESOLUTION NO. 3446

**RESOLUTION TO CONVEY PUBLIC UTILITIES EASEMENT TO SACRAMENTO
MUNICIPAL UTILITY DISTRICT AT EDWARD KEMBLE AND CESAR CHAVEZ
ELEMENTARY SCHOOLS**

WHEREAS, the Sacramento City Unified School District (“District”) owns the properties at Edward Kemble Elementary School located at 7495 29th St and Cesar Chavez Elementary School at 7500 32nd St, in the County of Sacramento;

WHEREAS, District’s request for Sacramento Municipal Utility District Electrical Service at Edward Kemble and Cesar Chavez Elementary Schools requires installation in accordance with Sacramento Municipal Utility District’s rules and regulations;

WHEREAS, Sacramento Municipal Utility District is seeking to acquire a permanent easement (“Permanent Easement”) for the Utility Access, which will consist of the installation of two (2) utility access facilities, one located near the southern property line with service lines extending underground eastward to the second location;

WHEREAS, utilities are necessary for the provision of adequate school housing;

WHEREAS, Sacramento Municipal Utility District’s design team has drafted an Easement Right of Way;

WHEREAS, the Utility Easement totals 112 square feet, with one location being 24 square feet and the one location being 88 square feet connected by 300 linear feet of underground conduit and include necessary utility facilities and infrastructure required by Sacramento Municipal Utility District;

WHEREAS, The Board of Education adopted Resolution No. 3444 at the September 19, 2024 meeting, declaring its intention to convey easement entitlements to Sacramento Municipal Utility District for utilities; and

WHEREAS, Resolution No. 3444 was posted in three public locations within the District and a Notice of Public Hearing was published in The Daily Recorder on September 26, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct.
2. Adopts this Resolution conveying easement entitlements to Sacramento Municipal Utility District for utilities to Edward Kemble Elementary School located at 7495 29th St and Cesar Chavez Elementary School located at 7500 32nd St, in the County of Sacramento.
3. Authorizes the Superintendent, or their designee, to review and execute any and all easement entitlements with related facilities, including agreements and plans, to Sacramento Municipal Utility District as necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this October 3, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTESTED TO:

Lavina Phillips
President of the Board of Education

Lisa Allen
Superintendent

SMUD0069
RECORD AT REQUEST OF AND RETURN TO:
Sacramento Municipal Utility District
Attention: Real Estate Services – B 209
P. O. Box 15830
Sacramento, CA 95852-1830

No Fee Document – Per Govt. Code Sec. 6103 & 27383
No County Transfer Tax Per R & T Code 11922

SMUD BY: *Gujean Kim* RJD

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY _____

APN: 049-0176-002-0000 &
049-0183-002-0000

R/W: U-2023/168
SO # 30186335

GRANT OF EASEMENT

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT OF SACRAMENTO COUNTY, a political subdivision of the State of California, Grantor, hereby grants to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of underground conduits, wires, cables, and surface or pole mounted transformers, cross-arms or braces, guy lines, guy line stubs and all related appurtenances thereto within the following described route.

The easement being granted herein is contained and located on a portion of that certain real property, situated in Sacramento County, California, designated by the above referenced Assessor's Parcel Number and more fully described as follows:

As described in that certain Corporation Grant Deed dated November 04, 1960 and recorded in the office of Recorder of Sacramento County on December 01, 1960 in Book 4157 of Official Records at Page 812.

Said right includes the trimming and removal by Grantee of any trees or foliage along the Easement Area considered necessary for the complete enjoyment thereof and the right of ingress to and egress from said Easement Area for the purpose of exercising and performing all rights and privileges granted herein. In addition, the Easement Area shall be kept clear of any building or other structure and Grantor will not drill or operate any well within the Easement Area.

The route of said easement is described in EXHIBIT A and shown on EXHIBIT B attached hereto and made a part hereof.

Date: _____, 2023

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

Sign: _____

Print Name: _____

Title: _____

**LEGAL DESCRIPTION
EXHIBIT A**

All that real property situated in the City of Sacramento, County of Sacramento, State of California, being a portion of Lot A as shown on that certain *Plat of Meadowview Terrace Unit No.4* filed for record on May 13, 1960 in Book 60 of Maps, at Page 27, Sacramento County Records, being further described as a portion of the parcel of land described in that certain *Grant Deed* recorded on December 1, 1960 in Book 4157, at Page 812, Official Records of Sacramento County, and more particularly described in the following two(2) routes:

1. Within a strip of land 10 feet in width, the centerline of which is described as follows:
Commencing at a point in the south line of said deeded parcel; said point being the northwest corner of Lot 10 as shown on that certain *Plat of Guild Estates* filed for record on July 24, 1961 in Book 66 of Maps, at Page 10, Sacramento County Records; thence, along said south line, coincident with the north line of said Lot 10, North 86°33'03" East a distance of 131.01 feet to the **Point of Beginning**;

Thence, North 03°26'57" West a distance of 13.92 feet;

Thence, North 64°37'17" East a distance of 198.56 feet;

Thence, North 10°23'41" East a distance of 110.83 feet to a point hereinafter referred to as Point "A".

2. Within a strip of land 13 feet in width, the centerline of which is described as follows:
Beginning at said Point "A"; thence, North 74°32'32" East a distance of 13.00 feet.

All bearings shown hereon are grid, California State Plane Coordinate System, Zone 2, North American Datum of 1983.

A plat entitled "Exhibit B" is attached hereto and by this document made a part hereof.




Shane Anderson, LS 8568

Date: July 26, 2023

PORTION LOT A
60 B.M. 27

4157 O.R. 812

ROUTE 2
N74°32'32"E
13.00'

POINT "A"

ROUTE 1
N10°23'41"E
110.83'

ROUTE 1
N64°37'17"E
198.56'

ROUTE 1
N03°26'57"W
13.92'

(TIE)

N86°33'03"E
131.01'

POINT OF COMMENCEMENT
NORTHWEST CORNER LOT 10
PER 66 B.M. 10

POINT OF BEGINNING

LOT 9
66 B.M. 10

LOT 10
66 B.M. 10

LOT 11
66 B.M. 10

LOT A
66 B.M. 10

LOMA VERDE
WAY



Shane M. Anderson

O.R. = OFFICIAL RECORDS
B.M. = BOOK OF MAPS
o = DIMENSION POINT, NOTHING FOUND OR SET

30186335

DATE 7/26/23	TITLE	
SCALE 1"=60'	EXHIBIT B	
DR. SMA		
CHKD. CK		
SMUD		DWG. NO. R/W U-2023/168
		REV.



June 7, 2023

SCUSD
CHRIS RALSTON
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32229002

SMUD COMMITMENT LETTER

Thank you for submitting your plans for **KEMBLE CHAVEZ ELEMENTARY SCHOOL-R16** for an electric service commitment. Your cooperation enables us to give you the best service possible, as well as provide for your future requirements.

We are returning one copy of your plans indicating the service location and other requirements checked below. Our commitment is subject to changing conditions and, as a result, may not be valid after twelve months.

Please contact the Designer if additional information is desired.

Designer: Cristian Cervantes Telephone (916) 732-7037

Service will be: Overhead Underground
Volts: 277/480 Phase: Three Wire: 4 Type: Wye

(Street light service voltage will be the same as above.)

Transformer pad required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	SMUD Dwg. UVD 2.3A & 2.3A1
Conduit required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(see sketch)
Right-of-way required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Transformer protection required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Primary pull box required:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	SMUD Dwg. UVC 1.2 & 1.2.2
Secondary J – Box Required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Service box required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Switchgear pad required:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	SMUD Dwg. N/A
Other requirements:	See enclosed Booklet	<input checked="" type="checkbox"/>	Prints	<input checked="" type="checkbox"/>	

*A maximum fault current of 45,400 amps, symmetrical, is based on the largest transformer that could be needed to serve the Single Combined main sizes of 2,000 amps under the following assumptions:

1. The largest transformer that could be needed is 2,000 kVA with 5.3% impedance
2. A primary system impedance of zero ohms
3. No motor contributions to the fault, and
4. Zero ohms fault impedance

The meter(s) shall be located on the exterior of the building. When it is absolutely necessary to locate meters in locked rooms, cabinets, or fenced enclosures, consult SMUD's Field Metering at (916) 732-5167.

*If future load growth necessitates increasing the main switch size, the available fault current should be recalculated.

NOTE: This commitment letter may be required by local inspection authority as part of its plan check requirements.



June 7, 2023

SCUSD
CHRIS RALSTON
425 1ST ST.
SACRAMENTO, CA 95818

SUBJECT: ELECTRIC SERVICE REQUIREMENTS

Project Location: 7495 29TH ST.

Notification # 32229002

In order to schedule construction activity to provide timely permanent electric service to your development, the Sacramento Municipal Utility District (SMUD) requires the following:

- A. Property owner will sign and return the enclosed Conveyance of Electric Distribution Facilities. Please Note: SMUD construction cannot be scheduled until signed documents are returned.
- B. Developer's compliance with SMUD Rules and Electric Service Requirements. Copies are available upon request.
- C. Due to the time needed for construction scheduling, SMUD fees need to be paid as soon as possible after receipt of the billing contract.
- D. Costs for relocating or modifying SMUD facilities, whether in a street or private right-of-way, as a result of a commercial, industrial, or apartment development, shall be reimbursed by the developer prior to any work being done by SMUD.
- E. The project coordinator should notify SMUD's Designer of any changes in the project's estimated start date to avoid unnecessary delays of SMUD construction.
- F. SMUD may need to secure an easement from you and possibly other private parties and/or permits from various public agencies to provide electric service to your development. If an easement is required, SMUD's Real Estate Services will contact you, typically within 2-3 weeks to properly execute a Grant of Easement, please see attached example. If you have questions or concerns regarding these items, please contact your assigned SMUD Designer as SMUD construction cannot start until these requirements are satisfied.
- G. Party responsible for electric bills should make application for service with SMUD Customer Services Department at 1-888-742-7683 as soon as possible. Connection of electric service can be scheduled upon receipt of the electrical inspection by the city/county.
- H. All metering and switchgear design and placement must be submitted and approved by SMUD's Field Metering prior to installation. Please submit metering and switchgear designs to SMUD at metershopsuubmittals@smud.org or mail to: SMUD, Attention: Field Metering, Mail Stop EB 102, 4401 Bradshaw Road, Sacramento, CA 95827-3834 or contact them at (916) 732-5167.
- I. Multi-unit buildings must be addressed in compliance with the enclosed addressing guidelines prior to connection of electric service. A copy of the site plan showing building addresses, unit numbers, and electric service locations should be received by SMUD's Designer at least ten (10) working days prior to obtaining City/County inspection approval in order to avoid service delays. Meters cannot be set until specific building addresses and unit numbers are known and clearly identified on buildings and electric service equipment.

- J. The project coordinator will conduct a pre-construction meeting prior to the start of trenching for the electric system. At the time of your pre-construction meeting you will need to supply SMUD's inspector with a copy of your building permit and a valid electrical service need date. Inspection of SMUD's required civil improvements cannot begin without these items nor until the meeting has been held. To schedule your appointment, please call (916) 732-5990.

Please retain these requirements for your information.

Sincerely,



Cristian Cervantes
Engineering Designer
Design and Construction Services
Grid Assets
(916) 732-7037



June 7, 2023

SCUSD
CHRIS RALSTON
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32229002

SUBJECT: CONVEYANCE OF ELECTRIC DISTRIBUTION FACILITIES

In response to your request for service at **KEMBLE CHAVEZ ELEMENTARY SCHOOL-R16**, the Sacramento Municipal Utility District (SMUD) proposes to install electrical facilities (cable, transformers, switchgear) within or upon certain underground electric distribution facilities (conduits, boxes, pads) to be installed by the property owner as shown on the attached drawing.

SMUD required facilities are to be installed in accordance with its rules and regulations. Conveyance of the owner provided electric distribution facilities will be made to SMUD upon inspection approval.

Standard District Procedure is to obtain this conveyance after SMUD inspectors have approved the owner's installation of the facilities which can sometimes result in delays in providing service. In order to avoid delays SMUD will accept conveyance of these facilities prior to the owner's installation and SMUD inspection approval, provided the legal property owner(s) agree:

- A. To install SMUD required electric distribution facilities, with above ground appurtenances as described below and in the attached drawing. Such installation will be in accordance with SMUD Rules, Regulations, and Electric Service Requirements.
- B. To grant title to the installed facilities to SMUD.
- C. To insure integrity and accuracy of facilities (conduits, boxes, pads, etc.) for one year upon system being completed and energized.

Those electric distribution facilities conveyed to SMUD consist of:*

_____	Ft. - 2" Conduit
_____	Ft. - 3" Conduit
<u>610</u>	Ft. - 4" Conduit
_____	Ft. - 5" Conduit
_____	Ft. - 6" Conduit
<u>1</u>	Each Transformer Pad(s)
<u>1</u>	Each Primary Pull Box(es)
_____	Each Secondary J – Box(es)
_____	Each Service Box(es)
_____	Each Switchgear Pad(s)

*Conduit footages are approximate.

Please indicate your acceptance by signing in the space provided and returning this letter to SMUD Distribution Line Design, Grid Assets, 4401 Bradshaw Rd., MS EA105, Sacramento, CA 95827-3834.

I, _____, owner and grantor agree to the terms and conditions stated above and hereby grant, bargain, and convey to ~~SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district,~~ Grantee, its successors and assigns, free and clear of all liens and encumbrances, those certain underground electric distribution facilities, with any above ground appurtenances described above and in the attached drawing, now installed or to be installed on or adjacent to grantor's premises in the County of Sacramento, State of California.

Owner Name Signature

Owner Name Print

Address: _____

Phone: _____

Date: _____

Designer Name: Cristian Cervantes

Notification #: **32229002**

EXHIBIT C
INSPECTON AND MAINTENANCE GUIDE

Isolator[®] Row Plus

O&M Manual



The Isolator[®] Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-7200 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow stormwater to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

ADS geotextile fabric is placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the chamber's sidewall. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-7200 models as these chambers do not have perforated side walls.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row FLAMP[™] (patent pending) is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

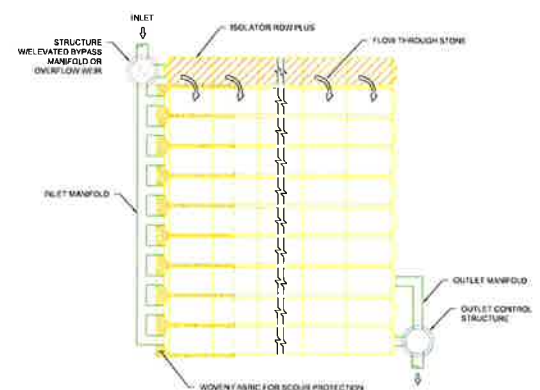
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row PLUS from the manhole opening, ADS PLUS Fabric is shown between the chamber and stone base.



StormTech Isolator Row PLUS with Overflow Spillway (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

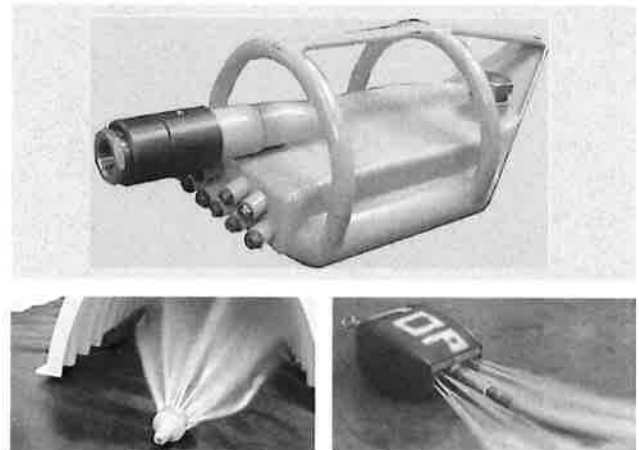
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

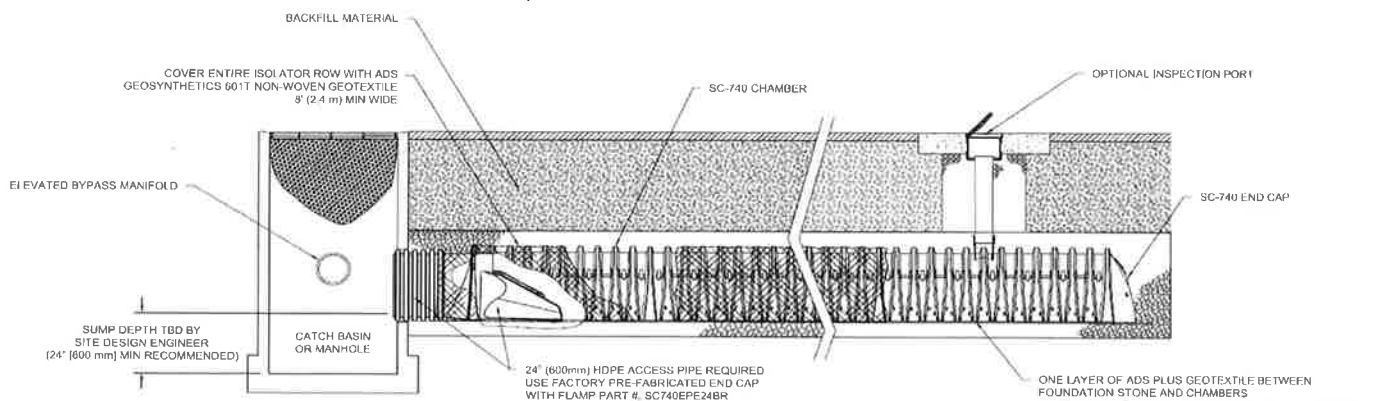
via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row PLUS (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-7200 chamber models and is not required over the entire Isolator Row PLUS.



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

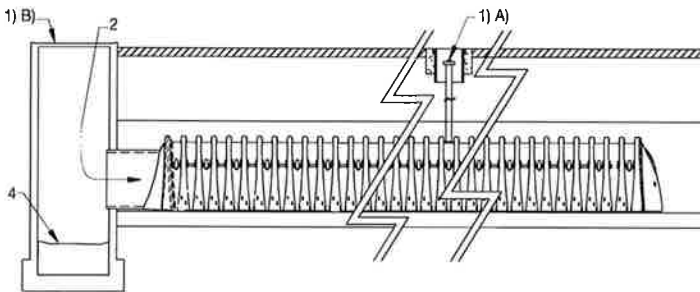
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



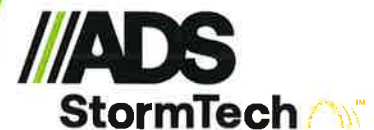
Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com

800-821-6710

ADS Terms and Conditions of Sale are available on the ADS website, www.adspipe.com. The ADS logo and the StormTech logo are registered trademarks of Advanced Drainage Systems, Inc. All other marks, logos and product names are the property of their respective owners. © 2012 Advanced Drainage Systems, Inc. 10101-0123 US





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

Meeting Date: October 3, 2024

Subject: Approve Stormwater Treatment Device Access and Maintenance Agreement with the City of Sacramento for Oak Ridge Elementary

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

Division: Facility Support Services

Recommendation: Review and approve the Stormwater Treatment Device Access and Maintenance Agreement with the City of Sacramento for Oak Ridge Elementary.

Background/Rationale: Sacramento City Unified School District (SCUSD) is required to properly manage and store stormwater runoff from our sites in order to reduce impact on City infrastructure and potential pollution. The District has opted to achieve this requirement at the new Oak Ridge rebuild site by installing a Contech Stormfilter Device and Storm Chamber immediately adjacent to Martin Luther King Jr. Boulevard. The stormwater device and storage chamber will be buried underground and will allow for the catchment and filtration of stormwater so that it can remain on-site and slowly percolate into the ground on District property.

The City requires a Stormwater Treatment Device Access and Maintenance Agreement to ensure maintenance and optimal operation of the equipment, and compliance with stormwater runoff requirements.

Financial Considerations: The cost of the stormwater filter and chamber are incorporated into the construction cost of the rebuild project at Oak Ridge Elementary. Regular maintenance of the device will be covered by annual site maintenance costs.

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Approve Stormwater Treatment Device Access and Maintenance Agreement with the City of Sacramento for Oak Ridge Elementary

Estimated Time of Presentation: N/A

Submitted by: Ben Wangberg, Facilities Planning Manager
Nathaniel Browning, Director, Planning and Property Management
Chris Ralston, Assistant Superintendent, Facilities Support Services

Approved by: Janea Marking, Chief Business & Operations Officer
Lisa Allen, Superintendent

Recorded at the request of:
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES
No Fee per Government Code 27383

After recording, return to:
Office of the City Clerk
915 "I" Street, 5th Floor
Sacramento CA 95814

**STORMWATER TREATMENT DEVICE
ACCESS AND MAINTENANCE AGREEMENT**

OWNER: Sacramento City Unified School District
PROPERTY ADDRESS: 4501 Martin Luther King Jr. Boulevard
APN: 020-0220-004-0000

THIS AGREEMENT is made and entered into in Sacramento, California, this _____ day of _____ 2024, by and between Sacramento City Unified School District ("Owner"), and the CITY OF SACRAMENTO, a municipal corporation ("City").

WHEREAS, the Owner owns real property (the "Property") in the City of Sacramento, County of Sacramento, State of California, more specifically described in Exhibit "A" and depicted in Exhibit "B", each of which exhibits is attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of initial approval of the development project on the Property known as Oak Ridge Elementary School, the City's conditions of approval included a requirement for the Project to employ on-site control measures to minimize pollutants in urban runoff; and

WHEREAS, the Owner has chosen to install a Contech Stormfilter Device and Storm Chamber (collectively referred to herein as the "Device"), as the on-site control measure to minimize pollutants in urban runoff; and

WHEREAS, the Device has been installed in accordance with plans and specifications accepted by the City; and

WHEREAS, the Device, with installation on private property and draining only private property, is a private facility and all maintenance or replacement of the Device is the sole responsibility of the Owner in accordance with the terms of this Agreement; and

WHEREAS, the Owner is aware and agrees that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Device and that, furthermore, such maintenance activity will require compliance with all local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. Owner hereby provides the City or City's designee complete access to the Device and its immediate vicinity at any time and for any duration, upon seventy-two (72) hour advance notice in writing, for the purpose of inspection, sampling and testing of the Device. The City or City designee shall be accompanied by Owner or Owner's designee when accessing the Device or immediate vicinity to ensure the safety of pupils on the Property. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
3. Owner shall use its best efforts diligently to maintain the Device in a manner assuring peak performance at all times, including but not necessarily limited to performance of the maintenance and repair measures specified on Exhibit "C", attached hereto and incorporated herein by this reference. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the Device and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination. In addition, Owner shall provide maintenance reports to the City on an annual basis, not later than 60 days after receiving City's maintenance report request.
4. If Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within thirty (30) days of being given written notice by the City, the City is hereby authorized (but shall not have any obligation) to cause any maintenance necessary to be done and charge the entire cost to the Owner or Owner's successors or assigns, including administrative costs and interest thereon at the maximum rate authorized by the Civil Code from the date of notice of the cost until paid in full.
5. The City may require the Owner to post security in a form and for a time period satisfactory to the City, to guarantee performance of the obligations stated herein. Should the Owner fail to perform its obligations as required under this Agreement, the City may, in the case of a cash deposit or letter of credit, use the proceeds to pay costs incurred by the City to take any action(s) authorized by this Agreement, or in the case of a surety bond, the City may require the sureties to perform the Owner's obligations under the Agreement.
6. This Agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to the Property of the obligations herein set forth, and also a lien in such amount as will fully reimburse the City for costs incurred pursuant to Section 4, above, including interest as hereinabove set forth, subject to foreclosure in event of default in payment.

7. In the event of legal action occasioned by any uncured default of the Owner, or its successors or assigns, then the prevailing party shall recover all costs incurred, including reasonable attorney's fees and costs.
8. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with the Property and constitute a lien against the Property.
9. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or any part of the Property of the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the City at the same time such notice is provided to the successor. If an Owner shall convey all of its interest in the Property, the Owner shall be released from any obligations arising under this Agreement in connection with the maintenance of or failure to maintain the Device occurring after the date of such conveyance.
10. Time is of the essence in the performance of this Agreement.
11. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

IF TO CITY:

Director of Utilities – Stormwater Program
 City of Sacramento, Department of Utilities
 1395 35th Avenue
 Sacramento, CA 95822

IF TO OWNER:

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

12. If Owner consists of more than one party, each person, entity or other party described as the "Owner" in the first paragraph of this Agreement and/or executing this Agreement for Owner shall be jointly and severally liable for each and every obligation and requirement imposed on Owner herein.
13. The Owner acknowledges and agrees that nothing contained in this Agreement reduces or otherwise affects Owner's responsibility to comply with all applicable provisions of the City of Sacramento's Stormwater Management and Discharge Control Code, set forth in Chapter 13.16 of the Sacramento City Code, and nothing contained in this Agreement

shall in any way limit the City's right to enforce any provisions of the Stormwater Management and Discharge Control Code in accordance with the provisions of that Code.

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

APPROVED AS TO FORM:

City Attorney

CITY OF SACRAMENTO:

Pravani Vandeyar, Director
Department of Utilities

ATTEST:

City Clerk

Date

OWNER: _____

Signature of Authorized Person

Print Name: _____

Title: _____

NOTARIES ON FOLLOWING PAGE

EXHIBIT A
[Legal Description of Parcel]

The land described herein is situated in the State of California, County of Sacramento, City of Sacramento, described as follows:

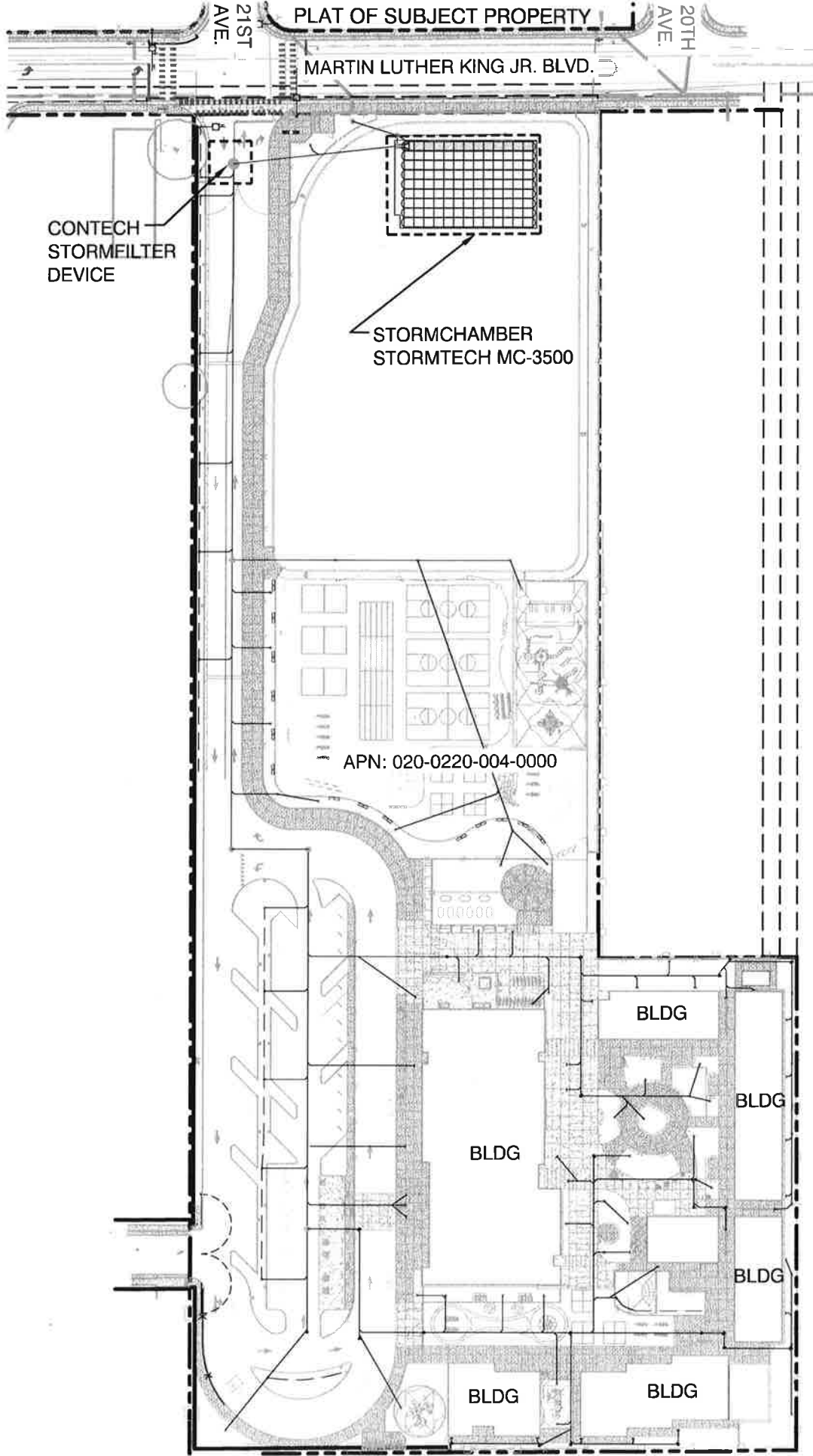
All that portion of the Northwest quarter of Section 20, Township 8 North, Range 5 East, Mount Diablo Base and Meridian, described as follows:

Commencing at a point on the West line of the Northwest quarter of said Section 20 located North (measured along said Section line) 477.18 feet from the Southwest corner of said Northwest quarter; thence from said point of commencement, along the West line of said Northwest quarter, North 295.60 feet; thence parallel to the South line of said Northwest quarter South 89° 29' East 633.50 feet; thence North 144.40 feet; thence South 89° 29' East 356.50 feet; thence South 440 feet; thence North 89° 29' West 990 feet to the point of commencement.

APN: 020-0220-004-0000

EXHIBIT B

PLAT OF SUBJECT PROPERTY



CONTECH
STORMFILTER
DEVICE

STORMCHAMBER
STORMTECH MC-3500

APN: 020-0220-004-0000

BLDG

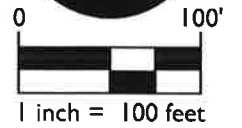
BLDG

BLDG

BLDG

BLDG

BLDG



StormFilter Inspection and Maintenance Procedures



Maintenance Guidelines

The primary purpose of the Stormwater Management StormFilter® is to filter and prevent pollutants from entering our waterways. Like any effective filtration system, periodically these pollutants must be removed to restore the StormFilter to its full efficiency and effectiveness.

Maintenance requirements and frequency are dependent on the pollutant load characteristics of each site. Maintenance activities may be required in the event of a chemical spill or due to excessive sediment loading from site erosion or extreme storms. It is a good practice to inspect the system after major storm events.

Maintenance Procedures

Although there are many effective maintenance options, we believe the following procedure to be efficient, using common equipment and existing maintenance protocols. The following two-step procedure is recommended::

1. Inspection

- Inspection of the vault interior to determine the need for maintenance.

2. Maintenance

- Cartridge replacement
- Sediment removal

Inspection and Maintenance Timing

At least one scheduled inspection should take place per year with maintenance following as warranted.

First, an inspection should be done before the winter season. During the inspection the need for maintenance should be determined and, if disposal during maintenance will be required, samples of the accumulated sediments and media should be obtained.

Second, if warranted, a maintenance (replacement of the filter cartridges and removal of accumulated sediments) should be performed during periods of dry weather.



In addition to these two activities, it is important to check the condition of the StormFilter unit after major storms for potential damage caused by high flows and for high sediment accumulation that may be caused by localized erosion in the drainage area. It may be necessary to adjust the inspection/maintenance schedule depending on the actual operating conditions encountered by the system. In general, inspection activities can be conducted at any time, and maintenance should occur, if warranted, during dryer months in late summer to early fall.

Maintenance Frequency

The primary factor for determining frequency of maintenance for the StormFilter is sediment loading.

A properly functioning system will remove solids from water by trapping particulates in the porous structure of the filter media inside the cartridges. The flow through the system will naturally decrease as more and more particulates are trapped. Eventually the flow through the cartridges will be low enough to require replacement. It may be possible to extend the usable span of the cartridges by removing sediment from upstream trapping devices on a routine as-needed basis, in order to prevent material from being re-suspended and discharged to the StormFilter treatment system.

The average maintenance lifecycle is approximately 1-5 years. Site conditions greatly influence maintenance requirements. StormFilter units located in areas with erosion or active construction may need to be inspected and maintained more often than those with fully stabilized surface conditions.

Regulatory requirements or a chemical spill can shift maintenance timing as well. The maintenance frequency may be adjusted as additional monitoring information becomes available during the inspection program. Areas that develop known problems should be inspected more frequently than areas that demonstrate no problems, particularly after major storms. Ultimately, inspection and maintenance activities should be scheduled based on the historic records and characteristics of an individual StormFilter system or site. It is recommended that the site owner develop a database to properly manage StormFilter inspection and maintenance programs.



Inspection Procedures

The primary goal of an inspection is to assess the condition of the cartridges relative to the level of visual sediment loading as it relates to decreased treatment capacity. It may be desirable to conduct this inspection during a storm to observe the relative flow through the filter cartridges. If the submerged cartridges are severely plugged, then typically large amounts of sediments will be present and very little flow will be discharged from the drainage pipes. If this is the case, then maintenance is warranted and the cartridges need to be replaced.

Warning: In the case of a spill, the worker should abort inspection activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct an inspection:

Important: Inspection should be performed by a person who is familiar with the operation and configuration of the StormFilter treatment unit and the unit's role, relative to detention or retention facilities onsite.

1. If applicable, set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the access portals to the vault and allow the system vent.
4. Without entering the vault, visually inspect the inside of the unit, and note accumulations of liquids and solids.
5. Be sure to record the level of sediment build-up on the floor of the vault, in the forebay, and on top of the cartridges. If flow is occurring, note the flow of water per drainage pipe. Record all observations. Digital pictures are valuable for historical documentation.
6. Close and fasten the access portals.
7. Remove safety equipment.
8. If appropriate, make notes about the local drainage area relative to ongoing construction, erosion problems, or high loading of other materials to the system.
9. Discuss conditions that suggest maintenance and make decision as to whether or not maintenance is needed.

Maintenance Decision Tree

The need for maintenance is typically based on results of the inspection. The following Maintenance Decision Tree should be used as a general guide. (Other factors, such as Regulatory Requirements, may need to be considered).

Please note Stormwater Management StormFilter devices installed downstream of, or integrated within, a stormwater storage facility typically have different operational parameters (i.e. draindown time). In these cases, the inspector must understand the relationship between the retention/detention facility and the treatment system by evaluating site specific civil engineering plans, or contacting the engineer of record, and make adjustments to the below guidance as necessary. Sediment deposition depths and patterns within the StormFilter are likely to be quite different compared to systems without upstream storage and therefore shouldn't be used exclusively to evaluate a need for maintenance.

1. Sediment loading on the vault floor.
 - a. If >4 " of accumulated sediment, maintenance is required.
2. Sediment loading on top of the cartridge.
 - a. If $>1/4$ " of accumulation, maintenance is required.
3. Submerged cartridges.
 - a. If >4 " of static water above cartridge bottom for more than 24 hours after end of rain event, maintenance is required. (Catch basins have standing water in the cartridge bay.)
4. Plugged media.
 - a. While not required in all cases, inspection of the media within the cartridge may provide valuable additional information.
 - b. If pore space between media granules is absent, maintenance is required.
5. Bypass condition.
 - a. If inspection is conducted during an average rain fall event and StormFilter remains in bypass condition (water over the internal outlet baffle wall or submerged cartridges), maintenance is required.
6. Hazardous material release.
 - a. If hazardous material release (automotive fluids or other) is reported, maintenance is required.
7. Pronounced scum line.
 - a. If pronounced scum line (say $\geq 1/4$ " thick) is present above top cap, maintenance is required.

Maintenance

Depending on the configuration of the particular system, maintenance personnel will be required to enter the vault to perform the maintenance.

Important: If vault entry is required, OSHA rules for confined space entry must be followed.

Filter cartridge replacement should occur during dry weather. It may be necessary to plug the filter inlet pipe if base flows is occurring.

Replacement cartridges can be delivered to the site or customers facility. Information concerning how to obtain the replacement cartridges is available from Contech Engineered Solutions.

Warning: In the case of a spill, the maintenance personnel should abort maintenance activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct cartridge replacement and sediment removal maintenance:

1. If applicable, set up safety equipment to protect maintenance personnel and pedestrians from site hazards.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the doors (access portals) to the vault and allow the system to vent.
4. Without entering the vault, give the inside of the unit, including components, a general condition inspection.
5. Make notes about the external and internal condition of the vault. Give particular attention to recording the level of sediment build-up on the floor of the vault, in the forebay, and on top of the internal components.
6. Using appropriate equipment offload the replacement cartridges (up to 150 lbs. each) and set aside.
7. Remove used cartridges from the vault using one of the following methods:

Method 1:

- A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.

Using appropriate hoisting equipment, attach a cable from the boom, crane, or tripod to the loose cartridge. Contact Contech Engineered Solutions for suggested attachment devices.

- B. Remove the used cartridges (up to 250 lbs. each) from the vault.



Important: Care must be used to avoid damaging the cartridges during removal and installation. The cost of repairing components damaged during maintenance will be the responsibility of the owner.

- C. Set the used cartridge aside or load onto the hauling truck.
- D. Continue steps a through c until all cartridges have been removed.

Method 2:

- A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.
- B. Unscrew the cartridge cap.
- C. Remove the cartridge hood and float.
- D. At location under structure access, tip the cartridge on its side.
- E. Empty the cartridge onto the vault floor. Reassemble the empty cartridge.
- F. Set the empty, used cartridge aside or load onto the hauling truck.
- G. Continue steps a through e until all cartridges have been removed.

8. Remove accumulated sediment from the floor of the vault and from the forebay. This can most effectively be accomplished by use of a vacuum truck.
9. Once the sediments are removed, assess the condition of the vault and the condition of the connectors.
10. Using the vacuum truck boom, crane, or tripod, lower and install the new cartridges. Once again, take care not to damage connections.
11. Close and fasten the door.
12. Remove safety equipment.
13. Finally, dispose of the accumulated materials in accordance with applicable regulations. Make arrangements to return the used **empty** cartridges to Contech Engineered Solutions.

Related Maintenance Activities - Performed on an as-needed basis

StormFilter units are often just one of many structures in a more comprehensive stormwater drainage and treatment system.

In order for maintenance of the StormFilter to be successful, it is imperative that all other components be properly maintained. The maintenance/repair of upstream facilities should be carried out prior to StormFilter maintenance activities.

In addition to considering upstream facilities, it is also important to correct any problems identified in the drainage area. Drainage area concerns may include: erosion problems, heavy oil loading, and discharges of inappropriate materials.

Material Disposal

The accumulated sediment found in stormwater treatment and conveyance systems must be handled and disposed of in accordance with regulatory protocols. It is possible for sediments to contain measurable concentrations of heavy metals and organic chemicals (such as pesticides and petroleum products). Areas with the greatest potential for high pollutant loading include industrial areas and heavily traveled roads.

Sediments and water must be disposed of in accordance with all applicable waste disposal regulations. When scheduling maintenance, consideration must be made for the disposal of solid and liquid wastes. This typically requires coordination with a local landfill for solid waste disposal. For liquid waste disposal a number of options are available including a municipal vacuum truck decant facility, local waste water treatment plant or on-site treatment and discharge.



Inspection Report

Date: _____ Personnel: _____

Location: _____ System Size: _____ Months in Service: _____

System Type: Vault Cast-In-Place Linear Catch Basin Manhole Other: _____

Sediment Thickness in Forebay: _____ Date: _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

Estimated Flow from Drainage Pipes (if available): _____

Cartridges Submerged: Yes No Depth of Standing Water: _____

StormFilter Maintenance Activities (check off if done and give description)

Trash and Debris Removal: _____

Minor Structural Repairs: _____

Drainage Area Report _____

Excessive Oil Loading: Yes No Source: _____

Sediment Accumulation on Pavement: Yes No Source: _____

Erosion of Landscaped Areas: Yes No Source: _____

Items Needing Further Work: _____

Owners should contact the local public works department and inquire about how the department disposes of their street waste residuals.

Other Comments:

Review the condition reports from the previous inspection visits.

StormFilter Maintenance Report

Date: _____ Personnel: _____

Location: _____ System Size: _____

System Type: Vault Cast-In-Place Linear Catch Basin Manhole Other: _____

List Safety Procedures and Equipment Used: _____

System Observations

Months in Service: _____

Oil in Forebay (if present): Yes No

Sediment Depth in Forebay (if present): _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

Drainage Area Report

Excessive Oil Loading: Yes No Source: _____

Sediment Accumulation on Pavement: Yes No Source: _____

Erosion of Landscaped Areas: Yes No Source: _____

StormFilter Cartridge Replacement Maintenance Activities

Remove Trash and Debris: Yes No Details: _____

Replace Cartridges: Yes No Details: _____

Sediment Removed: Yes No Details: _____

Quantity of Sediment Removed (estimate?): _____

Minor Structural Repairs: Yes No Details: _____

Residuals (debris, sediment) Disposal Methods: _____

Notes:



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800-338-1122

www.ContechES.com

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Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech's portfolio includes bridges, drainage, sanitary sewer, stormwater and earth stabilization products. For information on other Contech division offerings, visit www.ContechES.com or call 800.338.1122.

Support

- Drawings and specifications are available at www.conteches.com.
- Site-specific design support is available from our engineers.

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP READERS MAKE THEIR OWN EVALUATIONS AND DECISIONS, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, RELATED TO THE APPLICATIONS, MATERIALS, COATINGS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH'S CONDITIONS OF SALE (AVAILABLE AT WWW.CONTECHES.COM/COS) FOR MORE INFORMATION.

Isolator[®] Row Plus

O&M Manual



The Isolator[®] Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-7200 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow stormwater to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

ADS geotextile fabric is placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the chamber's sidewall. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-7200 models as these chambers do not have perforated side walls.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row FLAMP[™] (patent pending) is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

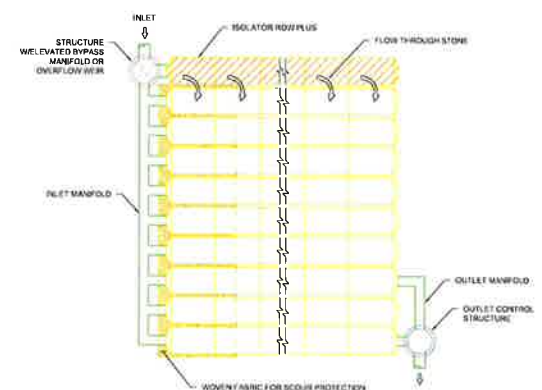
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row PLUS from the manhole opening, ADS PLUS Fabric is shown between the chamber and stone base.



StormTech Isolator Row PLUS with Overflow Spillway (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

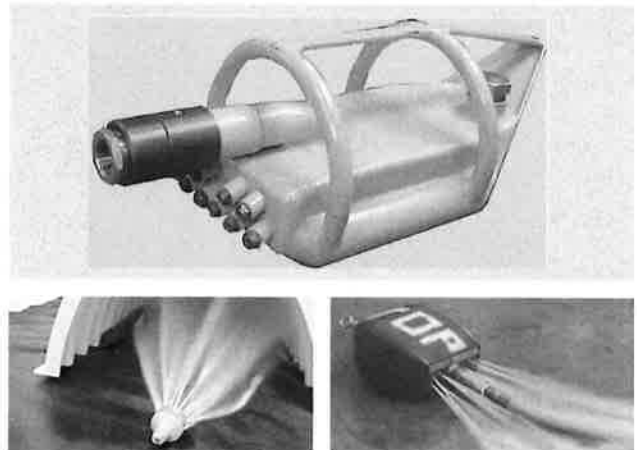
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

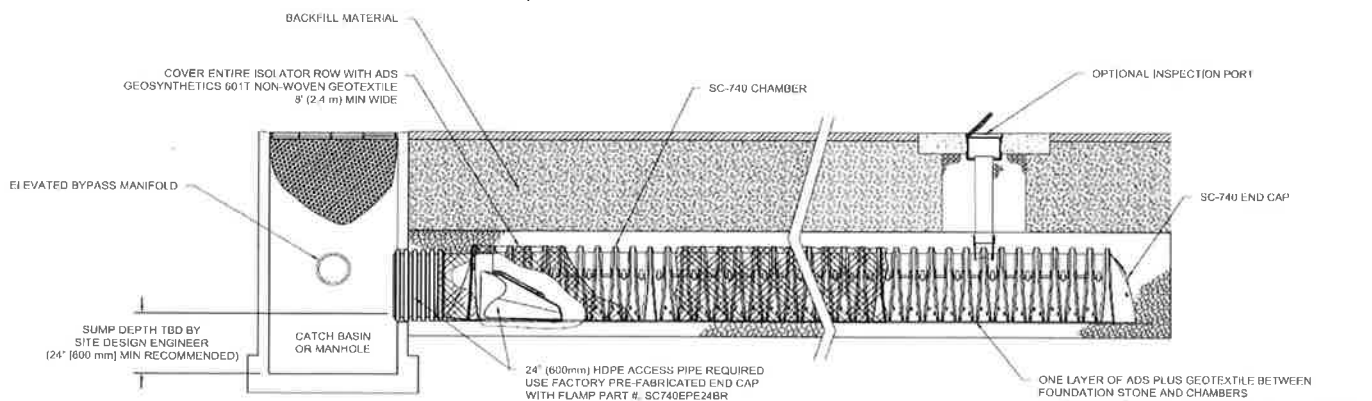
via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row PLUS (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-7200 chamber models and is not required over the entire Isolator Row PLUS.



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

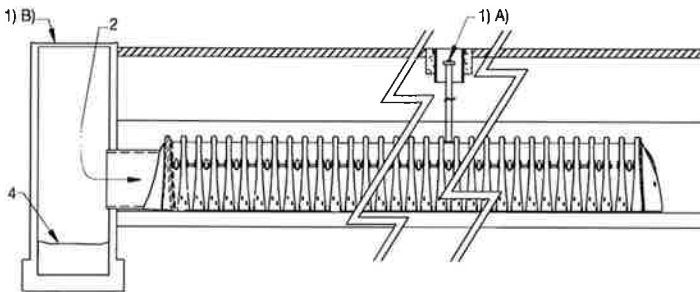
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



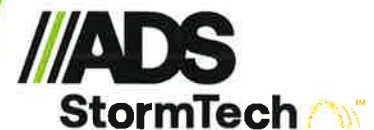
Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com

800-821-6710

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1k

Meeting Date: October 3, 2024

Subject: **Approve Authorization for energy service contract under Government Code sections 4217.10 et seq.**

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

Division: Facilities Support Services

Recommendation: The Superintendent is recommending that with the approval of Resolution 3447, approve Resolution No. 3450, to authorize and approve a contract between the District and Efficient Lighting Design, Inc. for the project using Government Code 4217.10 *et seq.*

Background/Rationale: District staff seeks authority to enter into an energy service contract to design, install, and implement certain energy conservation measures various district schools including, without limitation, LED lighting conversion (“Project”). If the Project is approved by the Board, District staff seeks approval to contract with Efficient Lighting Design, Inc. (“Provider”) for the Project.

In accordance with Government Code section 4217.12, the Resolution finds that, based on available information, the cost of the Project will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

In addition to preparing and submitting the Analysis, Provider submitted a proposal to the District for the Contract in accordance with its Analysis. The District has evaluated Provider’s proposal and recommends award to the Provider by separate resolution on the basis of the Provider’s experience; the type of technology employed by the Provider;

the cost to the District, which the District finds to be reasonable; and added security benefits provided by this technology.

Financial Considerations: Measure H - \$5,677,541.00

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Proposed Contract

Estimated Time of Presentation:

Submitted by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Approved by: Janea Marking, Chief Business & Operations Officer
Lisa Allen, Superintendent

**ENERGY SERVICES CONTRACT
FOR SCUSD LED LIGHTING INSTALL PHASE 3 PROJECT**

This agreement ("Agreement"), dated as of October 3, 2024 ("Effective Date"), is made and entered into by and between Efficient Lighting Design, Inc. ("Contractor"), a corporation duly organized and existing under the laws of the State of California, and Sacramento City Unified School District ("District"), a California public school district (each a "Party" and, together, "Parties").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, Sacramento City Unified School District ("District") is a public agency under the provision of Government Code sections 4217.10 *et seq.* pertaining to energy service contracts;

WHEREAS, the services and facilities required by this Agreement ("Project") are the types of services and facilities subject to the authority in Government Code sections 4217.10 *et seq.*; and

WHEREAS, the District's Board held the required hearing and approved the Project and the award of this Agreement to Contractor at its meeting on October 3, 2024.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

- 1. Services.** Contractor shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Work"). The Work will be performed at various sites of Sacramento City Unified School District listed in the scope of work (collectively, "Site").
- 2. Term.** The Work under this Agreement shall be completed by **June 30, 2025** ("Term"), as that time may be extended as provided herein.
- 3. Liquidated Damages.** Time is of the essence for all Work under this Agreement. Contractor acknowledges that it is and will be extremely difficult and/or impracticable to determine the actual damage, including without limitation loss of the energy savings for the period of the delay, that the District would sustain due to Contractor's delay in completing the Work within the Term of the Agreement; therefore, as Liquidated Damages, and not as a penalty, Contractor agrees that it shall pay to the District for each Site location at which the Work is not completed, the sum of ONE THOUSAND DOLLARS (\$1,000) per day for each and every day's delay beyond the applicable Final Completion Date that Final Completion is not achieved.

In the event any portion of the Liquidated Damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor

under this Agreement and/or the District may seek recovery of Liquidated Damages from the Contractor's Performance Bond Surety. The District may seek recovery of Liquidated Damages from the Contractor or the Performance Bond Surety without having exhausted remedies against the other.

- 4. Grants/Rebates/Incentives.** Contractor shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Site(s). Contractor shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary.
- 5. Contract Documents.** The following documents comprise the "Contract Documents" for the Work under this Agreement:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Criminal Background Investigation/ Fingerprinting Certification
<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Roofing Project Certification
<input checked="" type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Noncollusion Declaration	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Prevailing Wage and Related Labor Requirements Certification	<input checked="" type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Iran Contracting Act Certification	<input checked="" type="checkbox"/> Plans
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input checked="" type="checkbox"/> Project Schedule
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Hazardous Materials Certification	<input checked="" type="checkbox"/> <u>All required permits</u>
<input checked="" type="checkbox"/> Lead-Based Materials Certification	
<input checked="" type="checkbox"/> <u>Certification Re: Russian Sanctions</u>	

The complete and integrated Agreement consists of all Contract Documents as identified above and incorporated herein by this reference which supersede all prior negotiations, representations, or agreements, either written or oral. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. No extra compensation will be allowed for anything omitted but fairly implied in the Contract Documents. Any material specified by reference to the number, symbol, or title of a specified standard such as a commercial standard, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Board authorization to proceed, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. If a conflict exists in the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless directed otherwise by the

District in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the following order of precedence will govern:

1. Permits from District or other agencies as may be required by law;
2. Written modifications, amendments, minor changes, and Change Orders to the Agreement;
3. This Agreement;
4. Construction Documents prepared by the Contractor and approved by the District in accordance with this Agreement.

6. Submittal of Documents.

- 6.1.** Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s) identified as Contract Documents, and the endorsement(s) of insurance which shall be submitted to the District for review and approval within seven (7) days after execution of the Agreement.
- 6.2.** Within fifteen (15) days after execution of this Agreement or before any Work commences, whichever is sooner, Contractor shall provide the District with the name and DIR registration number, and any other information required in a PWC-100 form, for Contractor and all tiers of subcontractors. Contractor has a continuing obligation throughout the duration of the Agreement to provide information to update the PWC-100 form for all subsequent subcontractors before their work commences or before their access onto the Site, whichever is earlier. All first tier subcontractors that will perform more than one-half of one percent (.5%) of the Work may be substituted only in strict accordance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 *et seq.*, and upon the written consent of the District. Within the District's sole discretion, any subcontractor may be deemed not qualified to perform work on the Project if the District determines the subcontractor fails to meet the requirements of the Contract Documents, or for any other reason. The District shall not be responsible for any increase in the cost of the Work resulting from the replacement or substitution of a subcontractor.
- 6.3.** Contractor shall prepare and submit the proposed project schedule within fifteen (15) days after the Notice to Proceed for review by the District.
- 6.4.** Contractor shall prepare and submit the proposed Schedule of Values within fifteen (15) days after the Notice to Proceed for review by the District. No individual line item shall exceed five percent of the Contract Price unless approved by the District in advance. Contract closeout shall be shown separately and shall be no less than five (5) percent of the total Contract Price. The schedule of values, when approved, shall be used as a basis for the applications for payment, and the approved schedule of values is an express condition precedent to processing the Contractor's payment applications.

- 7. Compensation.** As compensation for the Work, the District shall pay to the Contractor _____ DOLLARS (\$ _____), as such amount may be amended from time to time in accordance with the terms of this Agreement ("Contract Price"). Such amount shall not be increased without the express approval of the District's Governing Board ("Board").
- 8. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
- 9. Payment.** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for Work performed under the Agreement as of the date of submission per the approved Schedule of Values ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the approved amount, unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), less the aggregate of previous payments and any amount to be withheld. The District may withhold from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Agreement which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed or required by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price; (5) unsatisfactory prosecution of the Work by Contractor (provided that the District has previously notified Contractor in writing of such unsatisfactory prosecution of the Work); (6) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (7) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is or may be liable under the Agreement; and (8) any other sums which the District is or may be entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including without limitation section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums, including its right to withhold such sums from later progress payments. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 10. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents or an unscheduled audit is necessary for a legitimate government purpose to be determined at the District's sole discretion.
- 11. Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Work, (ii) performing Work that is outside the usual course of the District's business, and (iii) customarily engaged in an

independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, Social Security, and income taxes with respect to Contractor's employees. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Conflict of Interest. Contractor represents that it has no known actual, apparent, or potential conflicts of interest with respect to the Work that it has not disclosed to the District and that it will advise the District if it discovers any such actual, apparent, or potential conflict of interest. Contractor further represents that it has no existing interest, and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Contractor.

13. Licensing. Contractor certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Contractor and all subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Post Office Box 26000, Sacramento, California 95826, <http://www.cslb.ca.gov>, throughout the duration of the Work. Contractor hereby acknowledges that it or its subcontractors performing the work hold valid license(s).

14. Registration as Public Works Contractor: Contractor and all subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1725.5. Contractor further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, included with this Agreement and as detailed further therein.

15. Standard of Care. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Electrical and Lighting Practices and all applicable laws, including the applicable provisions of California Code of Regulations, Title 24, Division of State Architect ("DSA"), and any applicable District standards. Contractor represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

15.1. Energy Conservation. To the extent feasible, Contractor shall design and construct the Project to maximize the efficient use of energy. Contractor shall comply with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), including ASHRAE-90 A-1980 (Sections 1-9), ASHRAE-90 B-1975 (Sections 10-11), and ASHRAE-90 C-1977 (Section 12) in designing and constructing the Project (34 CFR §75.616).

16. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall not infringe on the intellectual property rights of any person, except that submitted to Contractor by District as a basis for such Services. Contractor shall indemnify, defend, and hold the District harmless from any claim of infringement of any party's intellectual property in the performance of this Agreement.

17. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement, for the limited purpose of owning, operating, maintaining, and repairing the Work, or, with regard to drawings, specifications and system performance data only, for educational use. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event that the District changes or uses any such documents without Contractor's consent, other than as provided above, then the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use.

18. Notice to Proceed with Work. After execution of the Agreement and Contractor's submittal of all required Contract Documents, the District shall provide a Notice to Proceed with the Work to Contractor at which time Contractor shall proceed with the Work and shall have access to the Site.

19. Site Examination. Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its proposal, Contractor warranted that it had made all Site examination(s) that it deemed necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any condition on the Site that could have been discovered upon reasonable investigation.

20. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor shall use all new components and materials that have not been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not acceptable under this Agreement.

20.1. Anti-Trust Claim. Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

20.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

20.3. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building codes.

21. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

22. Warranty/Quality.

22.1. Unless a longer warranty is called for elsewhere in this Agreement, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects, or failures of materials for one (1) year from filing the Notice of Completion for each Project Site, or such longer period as may be provided in a manufacturer's warranty for equipment or materials provided as part of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

22.2. Contractor shall provide a copy of the installation and product warranties prior to installation, along with the Updated Fixture Counts for the Project Site. Upon completion of the Project, Contractor shall transfer and convey to the District, all remaining warranty documentation, along with the total Updated Fixture Counts, and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and as may otherwise be available to the District.

23. Correction of Errors. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Notwithstanding the expiration of the warranty period, Contractor may still have liability to District as allowed under California law for breach of the standard of care, or any latent or patent defect pursuant to California Code of Civil Procedure, sections 337.1 and 337.15.

24. Safety and Health Standards; Lead-Based Paint. Pursuant to the requirements of the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Work, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Materials Certification, if applicable.

25. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work, shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees

that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Contractor, the following format shall be used, supported by attached documentation.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; "TBD" not permitted)		<u>Calendar Days</u>

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	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)		Calendar Days

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

26. Workers. Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may object or deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

27. Supervision. Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

28. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

28.1. All Site visits shall be arranged through the District;

28.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the Site, allowing District time to arrange Site visits without a disruption to the educational process;

- 28.3.** Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the Site;
- 28.4.** Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
- 28.5.** Contractor and Contractor's employees shall not use student restroom facilities; and
- 28.6.** If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 29. Employee Identification.** At all times during the Project, while on District property, Contractor, and all of its individual employees, agents, consultants, suppliers and subcontractors shall wear a name badge with their name clearly written as well as the firm with whom they are employed. Contractor shall ensure that only those necessary individual employees, agents, consultants, suppliers, and subcontractors possess the name badge and shall collect the name badge from its individual employees, agents, consultants, suppliers, and subcontractors once their work has been completed.
- 30. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement, including, conditions at the Work Site. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds.
- 31. Clean Up.** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 32. Site Access.** District shall provide Contractor with reasonable access to the Site for purposes of Contractor's timely and efficient performance of the Work under this Agreement.
- 33. Access to Work.** District representatives, including inspectors, shall at all times have access to the Work wherever it is in preparation or in progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access.
- 34. Project Inspection.** Project inspection shall be performed by Chris Ralston ("Project Inspector"). Project Inspector shall have free access to any or all parts of Work at any time. Contractor shall furnish the Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep them fully informed respecting progress, manner of Work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection. Contractor hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to suspend the Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws.
- 35. Protection of Work and Property.** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency

affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury.

36. Occupancy. District reserves the right to occupy buildings at any time before formal project completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

37. No Disruption of Service. Contractor shall ensure that the facilities at the Site are not without power at any time while school or school-related activities are in session. All Work must be coordinated with operations staff at the District and on-Site to ensure continuity of service.

38. Force Majeure. Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, flood, strike, epidemic or pandemic, or shortage of transportation facilities, lock-out, or commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

39. Termination.

39.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement for convenience. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) working days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for work completed to date as a pro-rata amount of the full fees, costs, and expenses necessarily incurred, including, but not limited to the following: (a) Work performed (including materials and equipment delivered to the Site that cannot be returned or that the District elects to retain) through the date of termination; (b) materials and equipment not yet delivered to the Site but in transit or in fabrication as of the date of termination, provided that such materials and equipment cannot be returned and refunded or the District elects to retain the materials or equipment; (c) any transportation and storage costs and restocking fees incurred by Contractor in connection with a return of materials or equipment, and (d) reasonable demobilization costs and fees payable to subcontractors arising out of such early termination. All fees, costs, and expenses must be justified, properly documented, and submitted to District for validation. Contractor will use commercially practicable efforts to mitigate these fees, costs, and expenses, including that all subcontracts shall include a termination for convenience clause providing for termination without an early termination fee if the District terminates this Agreement.

39.2. For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

39.2.1. material violation of this Agreement by the Contractor; or

- 39.2.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 39.2.3.** Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and this Agreement shall terminate unless, within three (3) calendar days after that notice, the condition or violation shall cease or satisfactory arrangements for the correction thereof shall be made. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 39.3.** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 39.4.** If this Agreement is terminated by the District for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this article, and the Contractor shall be entitled to receive only the amounts payable hereunder in compensation.

40. Indemnification.

- 40.1. Indemnification by District.** The District shall indemnify, defend and hold harmless the Contractor and its successors, assigns, officers, directors, shareholders, partners, members, agents and employees from and against any claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising from the negligent or intentional acts or omissions of the District or its officers, agents, or employees, with respect to District's use, operation, repair, alteration and occupancy of the Site and/or the Project and the performance of District's obligations herein or arising from the presence of hazardous materials that predates the Agreement.
- 40.2. Indemnification by Contractor.** The Contractor shall indemnify, defend with counsel acceptable to the District and hold harmless District, its officers, officials, agents and employees from and against any and all third party claims, damages, costs, expenses (including reasonable attorneys' fees), judgments or liabilities arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Agreement, including but not limited to, equitable relief, stop payment notice actions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or

concurrently by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers.

40.2.1. To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any third party losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Agreement, including without limitation damage to adjacent property; damage arising from violation of law or regulation; or injury to or death of any person or any damage to property owned by any third party.

40.2.2. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the District, its agents, employees, or independent contractors.

40.2.3. The indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability acts, or other employee benefit acts; by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty; or by the amount of insurance required in this Agreement.

40.2.4. Nothing contained in the foregoing defense and indemnity provisions shall be construed to require the Contractor to defend or indemnify the District to the extent the claims, damages, costs, expenses, judgments, fines, penalties or liabilities arise out of the actions or inaction of the Architect or its subconsultants, or any other person, firm or entity providing design or other professional services in connection with the Project.

40.3. Survival. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

41. Insurance.

41.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

41.1.1. General Liability. One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

41.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile, which includes coverage for any owned, hired, borrowed, and non-owned automobile, trailer, and equipment coverage, that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury,

death, and medical payments arising performing any portion of the Services by Contractor.

41.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

41.1.4. Excess Liability. Five Million Dollars (\$5,000,000) per occurrence to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Contractor, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

41.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

41.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

41.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

41.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

41.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

41.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

41.2.6. An endorsement stating that there shall be a waiver of any subrogation.

41.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

41.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

42. Payment Bond and Performance Bond. Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

43. Permits and Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force, at Contractor's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

44. Assignment. The rights, burdens, duties, or obligations of Contractor pursuant to this Agreement shall not be assigned by the Contractor without the prior written consent of the District.

45. Subcontractors. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Agreement shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself, including, subcontractor-caused project delays. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District. As provided in Article 6.2, subcontractors may be entitled to the protection of the Subletting and Subcontracting Fair Practices Act.

46. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

46.1. Labor Code Requirements. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to

comply may result in penalties, including loss of the right to bid on or receive public works contracts.

46.1.1. Certified Payroll Records. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees. Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

46.1.2. Labor Compliance. The Work under this Agreement is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

47. Non-Discrimination. Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in the performance of this Agreement and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and subcontractor.

48. Environmental Financial Incentives. "Environmental Financial Incentives" shall mean each of the following financial rebates and incentives that is in effect as of the date of this Agreement or may come into effect in the future: (i) performance-based incentives, rebates and any other incentive programs offered by or in the State of California (or any political subdivision thereof) under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, incentives under the Self Generation Incentive Program (SGIP), incentive tax credits, rebates, and/or deductions (including, without limitation, the federal Energy-Efficient Commercial Buildings Deduction (more commonly known as section 179D of the tax code), investment tax credits arising under the Code), other tax benefits or grants in lieu thereof (including, without limitation, the monetization of tax benefits), and accelerated depreciation (collectively, "incentives"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental or energy characteristics, resulting from the construction,

ownership or operation of the energy conservation facilities; and (ii) all reporting rights with respect to such incentives.

49. Limitations of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. The limitations contained in this Section shall not apply to any damages to the extent caused by the gross negligence or willful misconduct of the defaulting Party, nor shall they apply to third party claims subject to the indemnification provisions of this Agreement, or insurance claims.

50. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

51. Claims & Disputes. All Claims shall be resolved using the following procedure.

51.1. The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Contractor's Claim will be based on the District's records and the Claim documentation submitted by the Contractor, which shall include but not be limited to the following: an explanation of the background; a chronology including dates of all key events; an explanation of the Contractor's position; supporting documentation of merit; analysis of delay for any claimed additional time; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials. Claims must be submitted within thirty (30) days of when the Contractor becomes aware of the facts giving rise to the Claim, except that the Claim must be submitted no later than thirty (30) days from the date that a Notice of Completion is filed. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

51.2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this

written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

- 51.3.** Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within thirty (30) days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the Contractor. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.
- 51.4.** Within forty-five (45) days of receipt of the Claim, as that time may be tolled as provided in Section 52.3 above, the District shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- 51.5.** Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement.
- 51.6.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 51.7.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the Contractor. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement.
- 51.8.** Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall

mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

51.9. If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim pursuant to Section 52.1 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

51.10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

51.11. Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

- (a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.
- (b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to

payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.

- (d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

51.12. In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

51.13. Claim Certification.

Contractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code Sections 12650 *et seq.*). Submission by Contractor of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a subcontractor or material supplier, shall constitute a representation by Contractor to the District that submission of the claim does not, in any respect, violate the False Claims Act. Any party with an interest in the claim, including Contractor and any subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim and failure to provide such certification shall constitute a waiver of the claim.

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____

(Company)

(Signature)
Title: _____

51.14. Continuance of Work. In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Agreement, Contractor agrees it will not stop the progress of the Work on the Project.

52. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

53. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered; or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required; or sent by overnight delivery service; or sent by email with return receipt requested and a copy by United States mail, postage prepaid, addressed as follows:

If to District:

Sacramento City Unified School District
ATTN: Chris Ralston
5735 47th Avenue
Sacramento, CA 95824
EML: chris-ralston@scusd.edu

If to Contractor:

ATTN: _____

EML: _____

Any notice delivered personally or by email (during normal business hours) shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) business days after deposit in the United States mail.

54. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

55. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

56. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

57. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

58. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

59. Cooperation. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

60. Binding Contract. This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

61. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

62. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

63. Signature Authority. Each party represents that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

64. Counterparts. This Agreement and all amendments to it may be executed in counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one (1) Agreement binding all the Parties hereto.

65. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

66. Entire Contract. This Agreement sets forth the entire contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Efficient Lighting Design, Inc.

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Janea Marking

Print Name: _____

Title: Chief Business and Operations Officer

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Address: _____

Facsimile: _____

Telephone: _____

E-Mail: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Proper Name: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____
Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: ____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit "A"
Scope of Work

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Material Hazardous"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All work or materials found to be New Hazardous Material or work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the work, including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Project.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Sacramento City Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Overview of Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated construction work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the Site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials. Any and all work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning work on the Project, along with all current insurance certificates.

2. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a Site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

3. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a Site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT)

and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning work, during the work, and after completion of the work. The District may request to examine, prior to commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

- 1.** HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE DISTRICT'S PROPERTY;
- 2.** IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's reasonable discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. The Surety cannot award the completion contract, without the District's consent, to the Principal or any of its subcontractors.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under any performance guarantee agreement, any operations and maintenance agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Contractor under California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
PRINCIPAL	SURETY
_____	_____
BY	BY

	NAME OF CALIFORNIA AGENT OF SURETY

	ADDRESS OF CALIFORNIA AGENT OF SURETY

	TELEPHONE NO. OF CALIFORNIA AGENT OF SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Sacramento City Unified School District ("District"), and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ ("Project" or "Contract")
which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of its subcontractors of any tier under section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL

SURETY

BY

BY

NAME OF CALIFORNIA AGENT OF SURETY

ADDRESS OF CALIFORNIA AGENT OF SURETY

TELEPHONE NO. OF CALIFORNIA AGENT OF
SURETY

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)**

PROJECT: **LED Lighting Phase 3 Project**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Submitted on and by:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.11

Meeting Date: October 3, 2024

Subject: Approve Resolution No. 3445: Resolution Regarding Board Stipends

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

Division: Board of Education

Recommendation: Approve Resolution No. 3445: Resolution Regarding Board Stipends.

Background/Rationale: Education Code section 35120 fails to define hardship which has led to uncertainty regarding payment of stipends for Board members who may be deserving of payment due to absence resulting from hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting. All stipend payments will be based on an attendance sign-in sheet as well as any Board resolution(s) excusing absences in compliance with law. A Board member who is absent from a meeting may be eligible for payment by reporting the excused absence to the Board Office. A Board resolution will be periodically placed, as needed, on the Board agenda to state that the reason for the absence complies with Education Code section 35120 and shall be reflected in the minutes.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3445: Resolution Regarding Board Stipends

<p>Estimated Time of Presentation: N/A Submitted by: Board Office Approved by: Lisa Allen, Interim Superintendent</p>
--

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

RESOLUTION NO. 3445

RESOLUTION REGARDING BOARD STIPENDS

WHEREAS, Education Code section 35120 and Board Bylaw 9250 of the Sacramento City Unified School District (“District”) authorize Board members to be paid stipends for meetings they were unable to attend due to illness, hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting; and

WHEREAS, the Board finds that the Board members may be paid, or retain, stipends for meetings they were unable to attend as stated in Attachment A.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 3rd day of October, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Lavinia Grace Phillips
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3445

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to hardship:
 - a. Board member Christina Pritchett for the Regular Board meeting on September 19, 2024.