



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

**Meeting Date:** August 2, 2018

**Subject:** Approval of Grants, Entitlements, and Other Income Agreements  
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:** None

**Financial Considerations:** See attached.

**LCAP Goal(s):** College, Career & Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Operational Excellence

**Documents Attached:**

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

**Estimated Time of Presentation:** N/A

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer  
Jessica Sulli, Contract Specialist

**Approved by:** Jorge A. Aguilar, Superintendent

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

Contractor

New Grant

Amount

### **ADULT EDUCATION**

Sacramento Employment & Training Agency (SETA) A19-00008	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$282,150 No Match
7/1/18 – 6/30/19: The Workforce Innovation and Opportunity Act, Title I, Programs funds provide are to Basic Career Services to 1,594 customers including Individualized Career Services to 191 customers at Charles A. Jones Career and Education Center. Adult and Dislocated Worker participants are individuals who are not currently enrolled in public or private education, and who may or may not have completed a high school diploma; GED certificate or equivalent; or are limited in their career technical education and skills. Students participate in an intensive program with low student-to-staff ratios for personalized assistance and are provided guidance and support to meet their educational and employment goals.		
Sacramento County Office of Education (SCOE) A19-00011	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$1,193,950 No Match
7/1/18 – 12/31/19: Adult Education Block Grant. Funds apportioned for the program must be used for the following: <ul style="list-style-type: none"> <li>• Programs in elementary and secondary basic skills.</li> <li>• Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.</li> <li>• Programs for adults that are primarily related to entry or reentry into the workforce.</li> <li>• Programs for adults that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.</li> <li>• Programs for adults with disabilities; programs in career technical education that are short term in nature and have high employment potential.</li> <li>• Programs offering pre-apprenticeship training activities.</li> </ul> SCOE will act as fiscal agent in the distribution and monitoring of these funds pursuant to the Capital Adult Education Regional Consortium Governance and Fiscal Allocation Plans, AB 104, and Education Code §84913.		
California Department of Education A19-00012	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$171,462 No Match
7/1/18 – 6/30/19: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act. Programs supported by these funds improve employment opportunities and provide training and education to community adults. Achievement in Adult Basic Education, English as a Second Language, General Education Development and Adult Secondary Education is measured through testing. Benchmarks are tracked for future funding opportunities.		

## **COLLEGE READINESS**

California Department of Education A19-00009	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$25,000 No Match
<p>5/1/18 – 6/30/19: Middle School Foundation Academies Planning Grant for Will C. Wood Middle School. One of only ten in the state, this grant provides start-up funds for Will C. Wood Middle School to develop a Public Services career academy aligned with the Hiram Johnson Criminal Justice California Partnership Academy (HJ CJA). Implementation funding may be available in the future.</p> <p>Key outcomes include:</p> <ul style="list-style-type: none"><li>• Creating a career awareness program for the approximately 450 fifth and sixth grade students at Peter Burnett and Elder Creek Elementary schools.</li><li>• Creating a Career Exploration Course for the approximately 70 seventh grade students at Will C. Wood Middle School.</li><li>• Creating an elective, eighth grade introductory Public Service course for Will C. Wood Middle School that will serve approximately 70 students.</li><li>• Creating middle school “cadet corps” activities to be provided by the Sacramento Police Department and HJ CJA students. Possible examples: Honor Guard, CSI Competitions, All Academy Challenge, Quiz Bowl.</li></ul>		

## **STUDENT SUPPORT & HEALTH SERVICES**

Kaiser Permanente A19-00010	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$50,000 No Match
<p>7/1/18 – 6/30/19: Northern California Community Benefit Programs Division Grant to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Grant funds will support the social, emotional and mental health needs of students through services provided by SCUSD’s Connect Center, a centralized Student Support Center that serves as a “gateway” to critical support services for students and families in the school district. The project will build on the success of the Connect Center by serving over 500 students, families, and staff. The Connect Center enables community partners to more easily navigate the system to ensure that service integration between the school district and community is seamless, and that service delivery to the students and families of our district remains of high quality. The Connect Center helps fill-in supportive services gaps by consolidating community and district resources and providing information, service and support to students and families districtwide.</p>		

## **EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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### **ASSESSMENT, RESEARCH & EVALUATION SERVICES**

College Board SA18-00589	7/1/17 – 6/30/18: The SAT School Day Program includes administration of the SAT exam during a school day for approximately 2,800 11 <sup>th</sup> grade students at all high schools in the District. Prior to the exam students have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Other services include Student Online Score Report, School online access to individual student score reports and aggregate score reports, and downloadable student data file.	\$114,882 College Readiness Block Grant
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### **FACILITIES SUPPORT SERVICES**

HMC Architects SA17-00528	5/15/17 – Completion of Services. Third increase to Architect Agreement for the Nutrition Services Center (Central Kitchen), which includes relocation and design of Transportation Services Center and Bus Yard. Increase is regarding the new 15,000 sf general storage warehouse and includes additional services to design to meet the specific needs of library services, grounds storage, the IT department within this facility and all necessary infrastructure required to connect to the campus.	Original Amount \$5,077,472  Third Increase: \$95,010  New Total \$5,172,482
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### **LEGAL SERVICES**

Lozano Smith SA19-00053	7/1/18 – 6/30/19: General counsel services and other legal services as needed.	\$1,000,000 General Funds
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### **STUDENT SUPPORT & HEALTH SERVICES**

Maxim Healthcare Services, Inc. SA19-00084	7/1/18 – 6/30/19: Provide supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973.	\$245,000 Medi-Cal Billing Option Funds
Action Supportive Care Services SA19-00083	7/1/18 – 6/30/19: Provide supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973.	\$245,000 Medi-Cal Billing Option Funds

### **APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computers, Monitors, Printers & Projectors	Isador Cohen Elementary School	\$0.00	Salvage
Computers, Monitors, Printers & Projectors	Bowling Green Chacon Academy	\$0.00	Salvage
Laptops & Projector	Albert Einstein Middle School	\$0.00	Salvage
Computers, Monitors, Printers, Projectors & Televisions	Leataata Floyd Elementary School	\$0.00	Salvage

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Project:** Lease-Leaseback Agreement for Hiram Johnson Core Academic HVAC

**Recommendation:** Award to Clark/Sullivan Construction

**Amount/Funding:** \$6,551,549; Measure Q Funds

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

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

**Memorandum of Understanding (MOU) # 18-D-DJ**  
**Between**  
**Sacramento County Office of Education (SCOE)**  
**and**  
**Sacramento City Unified School District**

**Term of Agreement – July 1, 2018 through June 30, 2021**

**I. Purpose and Parties**

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE) and Sacramento City Unified School District. Sacramento City Unified School District and SCOE hereby agree to the following terms of this MOU. Sacramento City Unified School District is a member of CAERC. Sacramento City Unified School District hereinafter referred to as “CAERC Member.”

**II. Background**

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor’s Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB 86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013 to December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16, 2016-17 and 2017-18 State Budgets included \$500 million in new funding for seven authorized adult education program areas. On February 22, 2018, the CCCCCO and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2018-19 and 2019-20. AEBG Office issued preliminary allocation schedule, which includes a proposed increase in funding at \$20.5 million. The AEBG Office offered the flexibility to allocate the potential new additional overall consortium amount to members in a variety of ways and based on the mutual decision. The January 2018 Governor’s Proposed Budget language refers to AEBG as the “ongoing proposition 98 General Fund”. Adult Education Block Grant Program is defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9. [84900 – 84920].

With this potential increase, the members decided to allocate it as an increase on the base funding from 2017-18. Additionally, members decided to apply the same increase to the amounts for professional development and transitions specialists, where applicable.

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 14 members – 11 K-12 school districts, 2 county offices of education, the Los Rios Community College District (4 colleges) – and 24 partner agencies. For fiscal year 2018-19, a total of \$11,128,458 has been designated for the Capital Region and CAERC members. With the proposed increase, the total would be \$11,584,725.

### **III. Role of SCOE and CAERC Member**

#### Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Fiscal Allocation Plans and Policies (amended January 10, 2018), AB 104, and Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

#### Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans and Policies (amended May 10, 2017). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and program information to the consortium, and learner performance data to the AEBG Office as specified in AB 104 and any associated AEBG Program guidelines.

#### Role of Both Parties

Both parties will work together to comply with AB 104's reporting requirements. AB 104 requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's 2018-19 Annual Plan, and adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide.

### **IV. SCOE Responsibilities**

As the CAERC fiscal agent, SCOE will act as the banker, process expenses and expenditure contracts as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2018-19 Annual Plan and Three-Year Comprehensive Consortium Plan.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE's receipt of AEBG funds from the California Department of Education and California Community College Chancellor's Office, in accordance to Education Code 84912, CAERC members shall receive monthly payments.
2. The AEBG Office is developing in multiple phases a new online fiscal reporting system, NOVA, which requires CAERC members to submit budget and expenditure information directly to the AEBG Office. SCOE will continue to provide member training and support with the reporting system as it is being developed. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
3. Compile and report members' consortium allocation expenditures and progress to the California Community Colleges Chancellor Office online system for Data and Accountability Fund, which is to be spent by December 31, 2018.

4. Facilitate members' reporting program-area expenditures for consortium allocations.
5. Compile and report consortium-level data required by AB 104 and AEBG as needed.
6. Carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

## V. CAERC Member Responsibilities

To enable SCOE's reporting to the AEBG Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104 information necessary for the successful completion of AB104 mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC's 2018-19 Annual Plan, adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide, and follow other guidelines established by the AEBG Office. In addition, all CAERC Members will adhere to CAERC approved policies related to fiscal, program and governance procedure.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the AEBG program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

In exchange for a minimum of **\$1,129,465.00**, CAERC Member will:

1. Submit expenditure information.
  - a. Report member expenditures into NOVA as per dates set by the AEBG Office.
  - b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in **Exhibit A, Shared Fiscal and Budget Agreement Policy**.
  - c. Abide by **Exhibit B, Reallocation of Unspent Funds Policy**. Member has until June 30 2020 to spend any reallocated funds.
  - d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the Annual Report as required by the AEBG Office.
  - e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2018-19 or the maximum set forth by the AEBG Office.
2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems as specified by the AEBG Office.
3. Conduct professional development activities.
  - a. A minimum of \$5,000 per year is included in the CAERC Member total allocation for Fund D to cover professional development activities.
  - b. The additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
4. Submit other data as required by AB 104 and AEBG guidelines.



5. Submit reports and questions to the CAERC Office by email: [caercsubmit@scoe.net](mailto:caercsubmit@scoe.net)
6. Follow Annual Plan General Assurances:
  - a. Participate in planning processes (annual, 3 year).
  - b. Spend funds within the AEBG program areas.
  - c. Participate in public meetings & decision-making.
  - d. Report student data in TOPSpro Enterprise.
  - e. Share information on other resources being used to serve adults.
  - f. Share financial expenditure and progress reports with the regional consortium.
  - g. Provide services that address the needs identified in the adult education plan.

## **VI. Term**

This MOU Agreement shall be effective July 1, 2018 and ending on June 30, 2021. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the AEBG Allowable Uses Guide or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

## **VII. Privacy**

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

## **VIII. Indemnity**

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

## **IX. Modification**

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

**X. Independent Agents**

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker’s compensation.

**XI. Nondiscrimination**

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, 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.

**XII. Insurance**

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

**XIII. Execution of Agreement**

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Diana Batista, Adult Education Director  
Sacramento County Office of Education

CAERC Member  
Sacramento City Unified School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

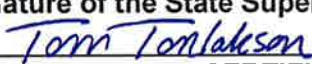

\_\_\_\_\_  
Date

Gerardo Castillo, Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

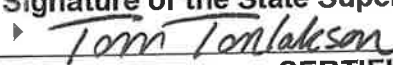
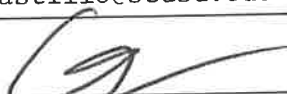
## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824 <div style="text-align: center; font-size: 2em; font-weight: bold;">RECEIVED</div>				<b>CDE GRANT NUMBER</b>				
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
				18	Multiple	6743	00	
<b>Attention</b> Susan Lytle Gilmore, Director <div style="text-align: center; font-size: 1.5em; font-weight: bold;">JUL 19 2018</div>				<b>STANDARDIZED ACCOUNT CODE</b>		<b>COUNTY</b>		
<b>Program Office</b> Adult Education <div style="text-align: center; font-size: 0.8em;">OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District</div>				<b>Resource Code</b>	<b>Revenue Object</b>	34		
<b>Telephone</b> 916-277-6533				Multiple	8290	<b>INDEX</b>		
<b>Name of Grant Program</b> Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243						615		
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$171,462		\$171,462		July 1, 2018	June 30, 2019		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>			
84.002A	V002A180005	Adult Education and Family Literacy Act			U.S. Department of Education			
<p>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.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Janet Morrison, Associate Governmental Program Analyst Adult Education Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>								
<b>California Department of Education Contact</b>				<b>Job Title</b>				
Janet Morrison				Associate Governmental Program Analyst				
<b>E-mail Address</b>					<b>Telephone</b>			
jamorris@cde.ca.gov					916-323-6045			
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>			
					June 5, 2018			
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
<b>Printed Name of Authorized Agent</b>				<b>Title</b>				
<b>E-mail Address</b>					<b>Telephone</b>			
<b>Signature</b>					<b>Date</b>			
								

JUN 22 2018

# Grant Award Notification

OFFICE OF THE SUPERINTENDENT

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				<b>CDE GRANT NUMBER</b> 17-25220-6743-00			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				17	25220	6743	00
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Accounting Office				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-395-5380				6385	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> Middle School Foundation Academies Planning Grant							0615
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$25,000		\$25,000		05/01/2018	06/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>	
<p>I am pleased to inform you that you have been funded for the Middle School Foundation Academies Planning Grant at Will C Wood Middle School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Tonika Washington, Associate Governmental Program Analyst          Career and College Transition Division          California Department of Education          1430 N Street, Suite 4202          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Teri Alves				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> <a href="mailto:talves@cde.ca.gov">talves@cde.ca.gov</a>					<b>Telephone</b> 916-322-0374		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> June 8, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b> <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b> Gerardo Castillo				<b>Title</b> Chief Business Officer			
<b>E-mail Address</b> <a href="mailto:gerardo-castillo@scusd.edu">gerardo-castillo@scusd.edu</a>					<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 					<b>Date</b> 7/9/18		



RECEIVED

JUN 21 2018

June 12, 2018

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

Public Affairs  
Sacramento Area  
1650 Response Road  
Sacramento, CA 95815

South Sacramento Area  
6600 Bruceville Road  
Sacramento, CA 95823

Mr. Jorge Aguilar  
Superintendent  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

Re: Grant Award Letter for Grant Number 20660739

Dear Mr. Aguilar:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$50,000.00 has been awarded to Sacramento City Unified School District ("Grantee"). The purpose of these funds is to support the Access to Care (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

**Grant Period and Reporting**

The Grant period (or term of the Grant) is: 7/1/2018 to 6/30/2019 and a final report is due no later than 30 days after the project end date. If a mid-term progress report is required, your grant manager will notify you of the timing. All required reports must be submitted electronically at [https://www.grantrequest.com/SID\\_946/Default.asp?SA=AM](https://www.grantrequest.com/SID_946/Default.asp?SA=AM)

**Documents to Sign and Send Back**

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant. In order to receive your payment, **please sign and return this award letter and the attached Grant Agreement promptly. Mail both signed documents to:**

Kara Links  
Kaiser Permanente, Public Affairs  
6600 Bruceville Rd., Suite DB3  
Sacramento, CA 95823

If you have questions or require additional information, please contact your grant manager, **Brian Heller De Leon** at [Brian.C.Heller-De-Leon@kp.org](mailto:Brian.C.Heller-De-Leon@kp.org).

  
\_\_\_\_\_  
Odell, Michelle  
Public Affairs Director  
South Sacramento

June 12, 2018  
\_\_\_\_\_  
Date

**ACCEPTED AND AGREED**

  
\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

7/9/18  
\_\_\_\_\_  
Date

20660739

**Kaiser Foundation Hospitals, Northern California Region**  
**- Grant Agreement -**

In addition to the specific terms of the Grant Award Letter for Grant Number 20660739, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

**1. Tax-Exempt Status**

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

**2. Expenditure of Funds**

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

**Kaiser Foundation Hospitals, Northern California Region**  
**- Grant Agreement -**

**3. No Assignment or Delegation**

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

**4. Records and Reports**

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

**5. Required Notification**

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

**6. Reasonable Access for Evaluation**

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

**7. Publicity**

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: *"The project is supported by Kaiser Permanente Northern California Community Benefit Programs."*

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other



**Kaiser Foundation Hospitals, Northern California Region**  
**- Grant Agreement -**

information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

**8. Right to Modify or Revoke Payments**

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

**9. Termination**

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

**10. Independent Contractors**

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

**11. Compliance**

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and

**Kaiser Foundation Hospitals, Northern California Region  
- Grant Agreement -**

subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

**12. Miscellaneous**

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

**ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:**

**KFH**

**Grantee:**

Kaiser Foundation Hospitals  
South Sacramento

Sacramento City Unified School District

By: Michelle Odell  
Odell, Michelle

By: Gerardo Castillo  
Gerardo Castillo

Title: Public Affairs Director

Title: Chief Business Officer

Date: Tuesday, June 12, 2018

Date: 7/9/18



CB-00021500

**AMENDMENT #1 TO**  
**COLLEGE READINESS AND SUCCESS CONTRACT: CB-00019906**

**THIS AMENDMENT #1** ("Amendment"), amends that certain College Readiness And Success Contract dated **July 3, 2017** filed under College Board Contract Number **CB-00019906** (the "College Readiness And Success Contract"), by and between the College Board ("College Board") and Sacramento City Unified School District ("Client"). Capitalized terms used herein shall have the meaning ascribed in the College Readiness And Success Contract.

**WHEREAS**, Client and College Board entered into the College Readiness And Success Contract to implement the PSAT/NMSQT® Program for the 2017-2018 school year; and

**WHEREAS**, Client has provided updated information that modifies certain provisions in the College Readiness And Success Contract; and

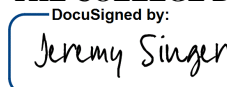
**WHEREAS**, the parties desire to enter into this Amendment to add the Spring 2018 SAT School Day exam administration for the 11<sup>th</sup> grade.

**NOW, THEREFORE**, in consideration of the mutual promises, representations and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Fixed Fee Schedule.** The SAT School Day Program Fixed Fee Schedule shall be added to the College Readiness And Success Contract herein.
2. **Incorporation by Reference.** Other than the changes set forth in the preceding paragraphs, all terms and conditions of the College Readiness And Success Contract remain in full force and effect. Where there is a conflict between the College Readiness And Success Contract and this Amendment, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement. This Amendment, together with the College Readiness And Success Contract, and any previous amendments, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

**THE COLLEGE BOARD**

DocuSigned by:  
  
 BE2EF27F2DE045D...  
 Signature  
 Jeremy Singer  
 COO  
 Printed Name & Title  
 02-Feb-2018  
 Date

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

DocuSigned by:  
  
 FE60FB75586B4E2...  
 Signature  
 Gerardo Castillo  
 CBO  
 Printed Name & Title  
 02-Feb-2018  
 Date



CB-00021500

## SAT SCHOOL DAY PROGRAM FIXED FEE SCHEDULE

### I. BACKGROUND

The College Board will support the Client in administering the SAT exam during a school day. Under this Schedule, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

### II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by the Client in Section IV (List of 'Participating Schools').

#### 1. School and Student Deliverables:

- a. SAT test materials (test booklets)
- b. Student Online Score Report, delivered via the College Board website
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
- e. Materials to support test administration (copies sent to schools)

#### 2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.

#### 3. Delivering SAT Practice Tools and Support.

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.

#### 4. Providing Accommodations to Participants with Disabilities.

Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at [collegeboard.org/SSD](http://collegeboard.org/SSD). Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

#### 5. Required Information.

The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of participating schools must be submitted by the deadline as noted below. Schools without a valid six-digit College Board school code must submit a request for one by the deadline noted.



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Administration Date	Deadline to submit changes	Deadline to apply for school code
April 10, 2018	March 9, 2018	February 23, 2018

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

6. **Communications.** The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key 'what to expect' information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.
7. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Test Supervisors and Coordinators, SSD Coordinators, Associate SAT School Day Coordinators, Proctors, and Hall Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the Client and **must be completed two weeks before the test administration date.**

Designated SAT School Day Test Supervisors and Coordinators are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Supervisor training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any participating school where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**
9. **SAT School Day Customer Service for Educators:**  
The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:
  - Step-by-step assistance with College Board online tools (SSD System)
  - Assistance with completing required forms (AI Request Form)
  - Assistance with obtaining additional materials (Publications)
  - Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **SAT Ownership.** The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

#### SAT Data License

2. **SAT Data and Reporting.** For the April 10, 2018 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.



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- 2.1 The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.
  - 2.2 The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
  - 2.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.
- 3. The College Board License Grant and Terms of Use:**
- 3.1 The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.
  - 3.2 The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.
- 4. Ownership of the Data:**
- 4.1 The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
  - 4.2 The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.
- 5. Client License Grant and Terms of Use:**
- 5.1 The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.
  - 5.2 The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

#### SAT Administration

**6. SAT Test Dates and Participating Grade.** The Client has agreed to administer the SAT to following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	April 10, 2018	April 24, 2018

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 24, 2018 Primary Test Date.

**7. Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Supervisor Manual and SAT School Day Test Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Supervisor training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All

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Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Sacramento City USD	American Legion High School	052700	SAT School Day: April 10, 2018
Sacramento City USD	C K McClatchy High School	052705	SAT School Day: April 10, 2018
Sacramento City USD	Capital City School - Independent Study	052909	SAT School Day: April 10, 2018
Sacramento City USD	George Washington Carver School of Arts and Science	053015	SAT School Day: April 10, 2018
Sacramento City USD	Health Professions High School	053984	SAT School Day: April 10, 2018
Sacramento City USD	Hiram W Johnson High School	052717	SAT School Day: April 10, 2018
Sacramento City USD	John F Kennedy High School	052713	SAT School Day: April 10, 2018
Sacramento City USD	Kit Carson International Academy	054889	SAT School Day: April 10, 2018
Sacramento City USD	Luther Burbank High School	052719	SAT School Day: April 10, 2018
Sacramento City USD	Met Sacramento High School	053916	SAT School Day: April 10, 2018
Sacramento City USD	Rosemont High School	053927	SAT School Day: April 10, 2018
Sacramento City USD	Sacramento New Technology High School	053012	SAT School Day: April 10, 2018
Sacramento City USD	School of Engineering and Sciences	054286	SAT School Day: April 10, 2018
Sacramento City USD	West Campus High School	052728	SAT School Day: April 10, 2018

#### V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite Pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments		SAT and one other assessment <u>OR</u> SAT and more than one grade tested		SAT Only with One Grade Tested	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$40.00	\$30.00	\$43.00	\$33.00	\$53.00	\$42.00
≥50% and <75%	\$36.00	\$27.00	\$41.00	\$32.00	\$52.00	\$40.00
≥75%	\$32.00	\$24.00	\$39.00	\$30.00	\$50.00	\$38.00

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust enrollment as follows:

Administration Date	Deadline to submit updated enrollment
April 10, 2018	March 9, 2018

**2. Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall



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send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

**3. Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay. If the Client has chosen SAT (without Essay) and its participating schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option the Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there are no test fee waivers granted for Participants.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Ed Eldridge	Ed Eldridge	Jessica Sulli	Ed Eldridge
Title:	Director of Strategy & Innovation	Director of Strategy & Innovation	Contracts Specialist	Director of Strategy & Innovation
Address:	5735 47th Ave	5735 47th Ave	5735 47th Avenue	5735 47th Ave
City/State/Zip:	Sacramento, CA 95824	Sacramento, CA 95824	Sacramento, CA 95824-4528	Sacramento, CA 95824
Phone:	(916) 643-9420	(916) 643-9420	(916) 643-2464	(916) 643-9420
Email:	ed-eldridge@scusd.edu	ed-eldridge@scusd.edu	jessica-sulli@scusd.edu	ed-eldridge@scusd.edu

<sup>1</sup> This is the person to whom the College Board should direct primary communications.

<sup>2</sup> This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>3</sup> This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>4</sup> This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.



**CB-00021500****BUDGET SCHEDULE**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee With Essay - 11th Grade	July 1, 2017	June 30, 2018	2802	\$ 60.00	\$ 168,120	<b>\$ 53,238</b>	\$ 114,882

Subtotal: \$ 168,120

Total Discount: **\$ 53,238**

Total Cost: \$ 114,882

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## **SERVICES AGREEMENT**

**Date:** July 1, 2018 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Lozano Smith, LLP (hereinafter referred to as "Attorney").

### **Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Attorney and to have said Attorney render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Attorney is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

### **ARTICLE 1. SERVICES.**

The Attorney hereby agrees to provide to the District the services as described below ("Services"):

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

### **ARTICLE 2. TERM.**

This Agreement shall commence on July 1, 2018 and continue through June 30, 2019, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

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### **ARTICLE 3. PAYMENT.**

District agrees to pay Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of one million dollars (\$1,000,000). Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, Legal Services Manager, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Attorney with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Attorney under this Agreement. Attorney will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

### **ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

The Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Attorney's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Attorney agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

Education Code Section 45125.1 states that if employees of any Attorney providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Attorney will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Attorney is required to comply with the conditions listed in Exhibit A, Certification of Compliance. If the Attorney is unwilling to comply with these requirements, the Attorney's employees may not enter any school site until the Attorney provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed Attorneys.

#### **ARTICLE 8. 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 Parties or its agents, employees or consultants.

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.

#### **ARTICLE 9. GENERAL LIABILITY INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Attorney to the District.

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**ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE**

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

**ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another Attorney. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Attorney. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

**ARTICLE 11. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Attorney. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

**ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

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District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Jessica Sulli, Contracts	Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Jerome M. Behrens, Attorney
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**ARTICLE 13. 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.

**ARTICLE 14. CONFLICT OF INTEREST.**

The Attorney shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Attorney shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Attorney shall not hire any employee of the United States government to perform any service covered by this Agreement.

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 15. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Attorney agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 16. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 17. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Attorney pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

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**ARTICLE 18. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**LOZANO SMITH, LLP**

By: \_\_\_\_\_  
Gerardo Castillo, CPA  
Chief Business Officer

By: \_\_\_\_\_  
Jerome M. Behrens  
Attorney at Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**EXHIBIT A**

**CERTIFICATION of COMPLIANCE**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Attorney will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Attorney will immediately report to District any apparent violation of these conditions.
5. Attorney shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Attorney cannot adhere to the conditions stated above, the Attorney shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Attorney shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

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Jerome M. Behrens  
Attorney at Law

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Date



**EXHIBIT B**

**PROFESSIONAL RATE SCHEDULE  
FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
(Effective July 1, 2018)**

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner	\$ 275 per hour
Senior Counsel / Of Counsel	\$ 265 per hour
Senior Associate	\$ 240 per hour
Associate	\$ 230 per hour
Paralegal / Law Clerk	\$ 150 per hour

\*A 5% discount is given on all invoices paid within 30 days of invoice.

2. **BILLING PRACTICE**

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. **COSTS AND EXPENSES**

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

# SA19-00083 (Action)

## Agreement for Professional Expert/Consultant Services

This agreement made and entered into this July 1, 2018, by and between the Sacramento City Unified School District, Health Services, hereinafter referred to as "SCUSD", and Action Supportive Care Services, hereinafter referred to as "Consultant".

This agreement shall commence on July 1, 2018, and shall continue until and including June 30, 2019.

WHEREAS, SCUSD is desirous of having certain special services performed: and

WHEREAS, Consultant, is willing to perform such services.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein

Contained, IT IS AGREED by and between the parties hereto as follows:

### 1.0 Scope of Work

The parties agree that consultant is to provide nursing services, under the terms and conditions of this agreement and in accordance with any applicable requirements of federal or state special education regulations, local laws, rules and/or regulations, third party reimbursement sources (public or private) or other reimbursement sources covering Consultant's services. The nursing/health instruction aide services are to be provided in the students' school of attendance, or in certain circumstances, at agreed field trip locations. Consultant agrees that all services will be rendered with regard to conditions of participation and reimbursement coverage required by governmental and third party reimbursement sources.

In the event that a Special Education Student(s) does not attend school, whether due to illness or any other reason, the scheduled, skilled nurse, that has previously been assigned to also care for a General Education student, would continue to provide care for the duration of time needed, no less than 4 hours, by that General Education Student(s) Skilled Nurse. Should a General Education Student not need the entire 4 hours, the Skilled Nurse would assist with any other Skilled Nursing needs on any campus. Consultant will notify Health Services via email to [Rebecca-Wall@SCUSD.edu](mailto:Rebecca-Wall@SCUSD.edu) and this care would be billed to the SCUSD, Health Services.

In the event that the General Education student has a fieldtrip, Consultant will provide care for the duration of time needed, no less than 4 hours. Consultant will notify Health Services via email to [Rebecca-Wall@SCUSD.edu](mailto:Rebecca-Wall@SCUSD.edu) and this care would be billed to the SCUSD, Health Services.

In the event that Consultant is unable to provide service, whether due to illness or any other reason, **Consultant will notify the Lead School Nurse, Paula Kuhlman, and School Nurse for the school as soon as possible.** Action Supportive Care Services will make every effort to offer a replacement.

Such services shall, at times, include travel and may be performed at other locations, specifically authorized by SCUSD.

## 2.0 Independent Contractor

This agreement does not constitute a hiring of consultant by SCUSD. It is the parties' intention that so far as shall be in conformity with the law the consultant shall be an independent contractor and not an SCUSD employee. In conformity therewith the Consultant shall retain sole and absolute discretion and judgment in the manner and means of providing consulting services to the SCUSD. This agreement shall not be construed as a partnership and SCUSD shall not be liable for any obligation incurred by the Consultant. However, Consultant shall comply with all policies, rules and regulations of the SCUSD in connection with the provision of the Consultant's services. All services rendered by the Consultant shall be rendered in a competent, efficient and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty. The Consultant assumes professional and administrative responsibility for the services rendered only to the extent that:

- a. The SCUSD is responsible for assuring itself that the Consultant is qualified by education and/or experience to render the services contract for; and
- b. The Consultant is satisfying all of the obligations herein set forth.

## 3.0 Amendment of Scope of Work

Said scope of work may be amended with the written approval of both Consultant and SCUSD.

## 4.0 Payment Schedule

Consultant will be compensated by SCUSD for services rendered on a fee-for-service basis from the first day of a month to the end of the same month (hereinafter referred to as the "billing period") according to invoices submitted to SCUSD via email to [Rebecca-Wall@scusd.edu](mailto:Rebecca-Wall@scusd.edu) no later than five (5) days following the end of the billing period in which said services were rendered.

- \$50.00/hour will be charged for the following services:
  - Skilled nursing services performed by an RN/LVN, including administration of medications
- \$30.00/hour will be charged for the following services:
  - Health/Instruction Aide
- \$52/hour will be charged for the following services:
  - Out of Area/Overnight Field Trips

(Travel time and/or mileage at the current business mileage reimbursement rate as defined by the IRS at <https://www.irs.gov/tax-professionals/standard-mileage-rate> may be charged for field trips greater than or equal to 30 miles from the downtown Sacramento area, if the nurse is required to drive his or her own vehicle)

Invoices will include:

- The Name of the Contractor
- Services Dates, Hours of Services rendered, charges applicable.

Any amendments or changes to the schedule of fees hereinabove stated shall be effective thirty days (30) following the date upon which the parties hereto agree to such amendment or change in writing. Upon parties' mutual acceptance in writing, the amended schedule of fees shall become part of this agreement.

5.0 Records

Consultant shall maintain at all times complete detailed records with regard to work performed under this agreement in a form acceptable to SCUSD, and SCUSD shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms to this agreement, no payments shall be made to Consultant until SCUSD is satisfied that work of such value has been rendered pursuant to this agreement.

6.0 Non-Assignability

This agreement and the rights and duties there under shall not be assigned in whole or in part without the express written consent of SCUSD.

7.0 Compensation Insurance

SCUSD shall not provide worker's compensation insurance coverage for Consultant.

Consultant shall maintain general liability insurance, including automobile coverage with limits of \$1,000,000 per occurrence for bodily injury and property damage. Where requested, the coverage shall be primary as to SCUSD and shall name SCUSD as an additional insured. Copies of all policies or certificates of worker's compensation and liability insurance shall be provided to the SCUSD within ten (10) days of signing this Agreement.

8.0 Background Check/DOJ Clearance

Consultant must submit or have submitted their fingerprint live scan to DOJ for clearance: All of the Consultant's employees or independent contractors who may come in contact with pupils must also have this clearance. All of the Consultant's employees or independent contractors who may come in contact with pupils must also have current TB clearance.

The Consultant shall certify in writing to the SCUSD that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony (Penal Code § 667.5(c), 1192.7 (c). (Attach Certification Letter)

9.0 Cancellation

This agreement may be cancelled by SCUSD or Consultant upon the giving of ten (10) days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, Consultant shall be paid for all work performed to the date of cancellation.

In Addition, SCUSD may terminate this Agreement for cause should Consultant fail to perform any part of this Agreement. In the event of a termination for cause, SCUSD may secure the required services from another Consultant. If the cost to SCUSD exceeds the cost of providing the service pursuant to this Agreement, Consultant shall pay the additional cost.

10.0 Hold Harmless and Indemnification

The Consultant agrees to hold harmless and to indemnify the SCUSD for:

Any injury to person or property sustained by the Consultant or by any of the individuals participating in or associated with him/her, however, caused; and

Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default or omission, of the Consultant, or of any person, firm, or corporation directly or indirectly employed by the Consultant upon or in connection with this agreement, or any other persons/parties services arising out of the or in the course of the term of this agreement, and the Consultant at his/her own cost, expense and risk, shall defend any, and all actions, suits or other legal proceedings that may be instituted against the SCUSD for any such claim or demand, and pay or satisfy any judgment that may be rendered against the SCUSD in any such action, suit or legal proceedings or result thereof.

11.0 Attorney's Fees

In the event of the commencement of suit to enforce any of the terms or conditions in this agreement, the prevailing party in such litigation shall be entitled to recover such sum as the court may fix as attorney's fees.

12.0 Notice

Any notice required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt and addressed to the party as follows:

SCUSD:	Sacramento City Unified School District
	Health Services – Box 764
	5735 47 <sup>th</sup> Avenue
	Sacramento, CA 95824
Consultant:	Action Supportive Care Services
	7777 Greenback Lane, Suite # 204
	Citrus Heights, CA 95610

Each party hereto agrees to notify its employees, agents or subsidiaries of any notice given under this agreement which materially affects the duties of the parties to this agreement. Any changes in the above addresses for notice shall be provided to the other party to this agreement with five (5) days of such change.

13.0 Severability

In the event that any portion of this agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this agreement shall continue in full force and effect.

14.0 Civil Rights

Consultant agrees to comply with Title VI of Civil Rights Act of 1964 and all requirements imposed pursuant to the regulation of the Department of Health, Education and Welfare (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity from which Federal funds are used in support of the Consultant's activities.

15.0 Miscellaneous

Each party to this agreement acknowledges that no representation, inducement, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

IN WITNESS HEREOF, we the undersigned, duly authorized representatives of the parties to this agreement hereinabove expressed, have entered into this agreement without reservation and have read the terms herein.

**Sacramento City Unified School District**



Gerardo Castillo

Chief Business Officer

7/12/18

Date Signed

**Consultant:**

Action Supportive Care Services

7777 Greenback Lane Suite # 204

Citrus Heights, CA 95610

(916) 989-6420 ex 8039

Email: [Andrew@alwaysshomenursing.com](mailto:Andrew@alwaysshomenursing.com)



Simone Giachino

Owner/Administrator

7/19/18

Date Signed