



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1a

Meeting Date: November 18, 2021

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Non-Fiscal (Zero-Dollar) Agreements
4. Notices of Completion – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE & CAREER READINESS</u>		
California Department of Education A22-00036	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$523,800 No Match
<p>7/1/21 – 6/30/23: California Partnership Academy (CPA) grants support eight CPAs at four comprehensive high schools. These academies are focused on smaller learning communities that are career-themed. Academies serve students in grades 10-12 and are structured as schools-within-a-school. Academies in the district follow the Linked Learning approach as their model. The curriculum incorporates integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers as well as active business and post-secondary partnerships.</p> <p>CPA funds are used to purchase industry specific equipment, software, transportation for field trips and professional learning services. The collaboration between core academic instruction and Career Technical Education helps to produce both college and career ready students. These programs also strengthen relationships with local industry and postsecondary education partners.</p>		
C.K McClatchy:	Law & Public Services Academy	\$80,100
	Criminal Justice Academy (will receive at a later date)	-
Hiram Johnson:	Law & Criminal Justice Academy	\$81,000
	Corporate Business Academy	\$81,000
	Health & Medical Sciences Academy	\$81,000
John F. Kennedy:	Criminal Justice & Community Services Academy	\$63,000
Luther Burbank:	Law & Social Justice Academy	\$81,000
	Building Trades Academy	\$56,700

<u>STUDENT SUPPORT & HEALTH SERVICES</u>		
Kaiser Foundation Hospitals A22-00035	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$25,000 No Match
<p>7/1/19 – 6/30/20: Providing Resilience, Identity, Diversity & Education (PRIDE) Project grant will support the social, emotional and mental health needs of District 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 PRIDE Project will focus on mental health training and supportive resources for our LGBTQ student community, their families, and district staff serving them. This project is supported by Kaiser Permanente Northern California Community Benefit Programs.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
Nu Art Education, Inc. dba NorCal School of the Arts SA22-00238	11/18-21 – 6/30/22: Nu Art Education, Inc. dba NorCal School of the Arts will provide 20 weeks of Theater Arts & SEL-integrated programming and classroom teacher professional development services to 140 classrooms serving between 3,600 and 4,000 students at the following sites: Abraham Lincoln, Bowling Green, Edward Kemble,	\$597,800 Expanded Learning Opportunities Funds

New Contract:

Yes

No

Ethel Phillips, Hiram Johnson, Hollywood Park, Isador Cohen, James Marshall, John Cabrillo, Leataata Floyd, Luther Burbank, Martin Luther King Jr., Nicholas, Parkway, Peter Burnett, Sam Brannan, Washington, Will C. Wood, and William Land.

Through Theater Arts & SEL engagement, students will utilize their creativity, learn collaboration and communication skills, learn self-advocacy, and engage in the Social Emotional Learning signature practices to address social emotional health. Each lesson will incorporate the Visual and Performing Arts (VAPA), Social Emotional Learning (SEL), and English Language Arts (ELA) standards. Teaching artists will support classroom teachers to provide artistic teaching strategies to promote student creativity, decrease student anxiety and depression and help students regain connection to self and community.

The National Health Council conducted a recent study that showed younger populations including teens and young adults (<25) are being hit particularly hard by anxiety and depression as a result of the pandemic, and at a higher rate than any other age group. 80% of screened study participants in this age group had symptoms of anxiety and 90% were also experiencing symptoms of depression. Studies also show disproportionate impacts on students living in poverty and students of color.

NorCal School of the Arts piloted the Theater Arts & SEL-integrated program in Fall of 2020 in 70 classrooms, providing professional development for 67 classroom teachers. The program was a success in providing theater arts & SEL strategies for teachers to engage students in the virtual classroom. Weekly assessments as well as final surveys from participating classroom teachers after the Fall 2020 program revealed the following key takeaways: teachers found substantive value in the course, student engagement increased and had positive impacts, and that similar offerings should be continued. Teachers expressed overwhelmingly that students participated in breakout sessions and were engaged more throughout the rest of the week. Teachers also responded that the program improved engagement and interaction among students. 82% of teachers in the 2020 pilot have asked to participate in the 2021/22 program.

FACILITIES SUPPORT SERVICES

Rainforth Grau
Architects
SA22-00213

10/22/21 – Completion of Services: A Master Agreement for Architectural Services with Rainforth Grau Architects was approved by the Board on 8/19/21. Under the master agreement, individual projects are awarded using the Exhibit A, Project Authorization Form (PAF). Ratification of the PAF for Phase 2 of the District-Wide Hydration Station Project is requested.

\$331,500
COVID Relief
Funds

New Contract:

Yes

No

As part of Phase 1 of the project approved earlier this year, Architect provided preliminary planning and development

of templates for 3 typical school sites (elementary, middle and high school) for installation of new drinking fountains/bottle fillers.

For Phase 2, Architect will develop templates and plans for all sites, with the goal of installing one unit per 150 students at all schools, where feasible. Other services provided under Phase 2 include discussions with the Division of State Architects (DSA) and facilitation of DSA review, if applicable (potentially for any new drinking fountain locations); development of multi-phase Construction Schedule, further development of project budget, and preparation of bid-ready documents including plans and project manual.

Verde Design, Inc.
SA22-00247

10/21/21 – 12/31/22: Verde Design will provide design services for the completion of home and visitor bleachers, press box on the home side, concession/restroom building and ADA appropriate entrance points and pathway to the existing stadium at Hiram Johnson High School. Verde Designs was selected for this project because they are highly qualified and because of their familiarity with the site, having designed the athletic field improvements completed at Hiram Johnson in 2019. An agreement with Verde Design was approved at the 10/21/21 Board meeting to add stadium lighting at Hiram Johnson as well.

\$264,670
Measure R
Funds

New Contract:
 Yes
 No

SPECIAL EDUCATION

Discovery Ranch
S22-00068

9/15/21 – 6/30/22: Discovery Ranch will provide Non-Public School services including basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements as required by the students' Individual Education Plans (IEPs).

\$170,000
Special
Education Funds

New Contract:
 Yes
 No

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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TECHNOLOGY SERVICES

Follett School
Solutions, Inc.
SA22-00025

1/1/22 – 12/31/22: Renewal of Destiny Library Manager and Destiny Resource Manager annual software maintenance and support, including TitlePeek online service licenses used District-wide to manage and provide access to library materials and to track and manage the District's collection of textbooks and Chromebooks.

\$100,209
General Fund

New Contract:
 Yes
 No

NON-FISCAL (ZERO-DOLLAR) AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Site/Department</u>	<u>Period</u>
916 Ink A22-00027	MOU to provide free creative writing workshops for students.	Pacific Elementary	9/21/21 – 6/30/22
Sierra Health Foundation A22-00031	Black Child Legacy Campaign agreements (7) with South Sacramento Christian Center, Mutual Assistance Network, Greater Sacramento Urban League, Roberts Family, Church of the Nazarene Liberty Towers, Center for Community Health and Well-being, and Rose Family, in order to reduce African American child deaths	Safe Schools	9/22/21 – 6/30/24
San Diego State University A22-00032	Internship credential agreement to allow administrative services professional(s) in pre-credential status to work for the District while pursuing their Preliminary Administrative Services credential.	Human Resources	10/13/21 until terminated

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Roofing & Solar Construction, Inc.	Father Keith B. Kenny Roof Replacement	9/30/21
Famand, Inc. dba IES/Sitelogiq	Prop 39 HVAC Replacements – 20 Sites	4/19/21

Grant Award Notification

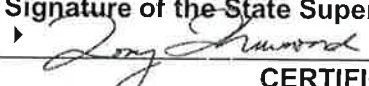
GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				2021	23181	67439	01	
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Accounting Office, Categorical Programs				Resource Code	Revenue Object Code	34		
Telephone 916-643-9000				7220	8590	INDEX		
Name of Grant Program California Partnership Academies (CPA) Program						0615		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$80,100		\$80,100		7/01/2021	6/30/2023		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			

I am pleased to inform you that you have been funded for the Law and Public Services Academy (0571) at C. K. McClatchy High School.

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

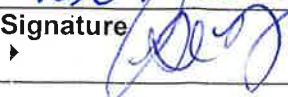
Please return the original, signed Grant Award Notification (AO-400) to:

Michelle Upton, Staff Services Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Maria Burrigh		Job Title Education Programs Consultant	
E-mail Address mburrigh@cde.ca.gov		Telephone 916-319-0460	
Signature of the State Superintendent of Public Instruction or Designee 		Date September 28, 2021	

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Rose Ramos		Title CBO	
E-mail Address rose-framos@scusd.edu		Telephone 916-643-9055	
Signature 		Date 10/28/21	

RECEIVED
 OCT 21 2021

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - Fifty percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - Final payment will be processed after receipt and approval of the CPA Annual Report due October of each year. Maximum reimbursement is based upon the number of qualified students as described in *EC* Section 54691. The amount per qualified student is \$900 for fully implemented program grades ten through twelve. The final payment is adjusted based on the number of qualified students not to exceed the maximum grant amount.
 - The End-of-Project (EOP) Expenditure Report is due after all funds have been expended but no later than 60 days after the end of the grant period. The EOP Expenditure Report is on the CDE CPA web page at <https://www.cde.ca.gov/ci/qs/hs/cpagrantinfo.asp>.
 - The EOP Expenditure Report should include a narrative of the final expenditures. Failure to submit the EOP Expenditure Report with a detailed narrative within 90 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grants.
6. At least three key staff members from each CPA are required to attend the CPA Conference to be held **February 27-March 1, 2022**, at the SAFE Credit Union Convention Center in Sacramento. These funds can be used for that purpose.

If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other CPA sites.

If you have any questions regarding the CPA program requirements of the grant, please contact Maria Burrig, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIIO), by phone at 916-319-0460 or by email at mburrig@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIIO, by phone at 916-445-7755 or by email at CPAFISCAL@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			2021	23181	67439	02
Attention Mr. Jorge Aguilar, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Programs			Resource Code	Revenue Object Code	34	
Telephone 916-643-9000			7220	8590	INDEX	
Name of Grant Program California Partnership Academies (CPA) Program					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$81,000		\$81,000		7/01/2021	6/30/2023
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
<p>I am pleased to inform you that you have been funded for the Corporate Business Academy (0086) at Hiram W. Johnson High School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Michelle Upton, Staff Services Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Maria Burreight				Job Title Education Programs Consultant		
E-mail Address mburreight@cde.ca.gov				Telephone 916-319-0460		
Signature of the State Superintendent of Public Instruction or Designee 				Date September 28, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Rose Ramos				Title CBO		
E-mail Address rose-gramos@ccusd.edu				Telephone 916-643-9055		
Signature 				Date 10/28/21		

RECEIVED
 OCT 21 2021

Grant Award Notification (Continued)

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3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
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 - The End-of-Project (EOP) Expenditure Report is due after all funds have been expended but no later than 60 days after the end of the grant period. The EOP Expenditure Report is on the CDE CPA web page at <https://www.cde.ca.gov/ci/qs/hs/cpagrantinfo.asp>.
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6. At least three key staff members from each CPA are required to attend the CPA Conference to be held **February 27-March 1, 2022**, at the SAFE Credit Union Convention Center in Sacramento. These funds can be used for that purpose.

If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other CPA sites.

If you have any questions regarding the CPA program requirements of the grant, please contact Maria Burrig, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIIO), by phone at 916-319-0460 or by email at mburrig@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIIO, by phone at 916-445-7755 or by email at CPAFISCAL@cde.ca.gov.

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Telephone 916-643-9000				7220	8590	INDEX	
Name of Grant Program California Partnership Academies (CPA) Program						0615	
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	\$81,000		\$81,000		7/01/2021	6/30/2023	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>I am pleased to inform you that you have been funded for the Health and Medical Sciences Academy (0168) at Hiram W. Johnson High School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Michelle Upton, Staff Services Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
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E-mail Address mburrigh@cde.ca.gov					Telephone 916-319-0460		
Signature of the State Superintendent of Public Instruction or Designee 					Date September 28, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
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Printed Name of Authorized Agent Rose Ramos				Title CBO			
E-mail Address rose.f-ramos@scusd.edu					Telephone 916-643-9055		
Signature 					Date 10/28/21		

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Grant Award Notification

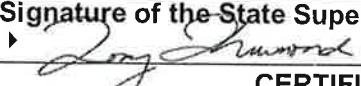
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CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the Law/Criminal Justice Academy (0084) at Hiram W. Johnson High School.

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


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

Michelle Upton, Staff Services Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Maria Burright	Job Title Education Programs Consultant
E-mail Address mburright@cde.ca.gov	Telephone 916-319-0460
Signature of the State Superintendent of Public Instruction or Designee 	Date September 28, 2021

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Printed Name of Authorized Agent Rose Ramos	Title CBO
E-mail Address roserramos@scusd.edu	Telephone 916-643-9055
Signature 	Date 10/28/21

RECEIVED

OCT 21 2021

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 - Final payment will be processed after receipt and approval of the CPA Annual Report due October of each year. Maximum reimbursement is based upon the number of qualified students as described in *EC* Section 54691. The amount per qualified student is \$900 for fully implemented program grades ten through twelve. The final payment is adjusted based on the number of qualified students not to exceed the maximum grant amount.
 - The End-of-Project (EOP) Expenditure Report is due after all funds have been expended but no later than 60 days after the end of the grant period. The EOP Expenditure Report is on the CDE CPA web page at <https://www.cde.ca.gov/ci/qs/hs/cpagrantinfo.asp>.
 - The EOP Expenditure Report should include a narrative of the final expenditures. Failure to submit the EOP Expenditure Report with a detailed narrative within 90 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grants.
6. At least three key staff members from each CPA are required to attend the CPA Conference to be held **February 27-March 1, 2022**, at the SAFE Credit Union Convention Center in Sacramento. These funds can be used for that purpose.

If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other CPA sites.

If you have any questions regarding the CPA program requirements of the grant, please contact Maria Burrig, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIO), by phone at 916-319-0460 or by email at mburrig@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIO, by phone at 916-445-7755 or by email at CPAFISCAL@cde.ca.gov.

Grant Award Notification

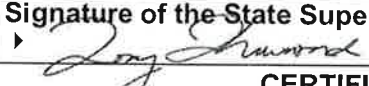
GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER		
				FY	PCA	Vendor Number
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Program Office Accounting Office, Categorical Programs				Resource Code	Revenue Object Code	34
Telephone 916-643-9000				7220	8590	INDEX
Name of Grant Program California Partnership Academies (CPA) Program						0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$63,000		\$63,000		7/01/2021	6/30/2023
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the Criminal Justice and Community Services Academy (0095) at John F. Kennedy High School.

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

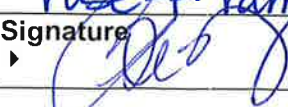
Please return the original, signed Grant Award Notification (AO-400) to:

Michelle Upton, Staff Services Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Maria Burright	Job Title Education Programs Consultant
E-mail Address mburright@cde.ca.gov	Telephone 916-319-0460
Signature of the State Superintendent of Public Instruction or Designee 	Date September 28, 2021

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Rose Ramos	Title CBO
E-mail Address rose-f-ramos@scusd.edu	Telephone 916-643-9055
Signature 	Date 10/28/21

RECEIVED

OCT 21 2021

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - Fifty percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - Final payment will be processed after receipt and approval of the CPA Annual Report due October of each year. Maximum reimbursement is based upon the number of qualified students as described in *EC* Section 54691. The amount per qualified student is \$900 for fully implemented program grades ten through twelve. The final payment is adjusted based on the number of qualified students not to exceed the maximum grant amount.
 - The End-of-Project (EOP) Expenditure Report is due after all funds have been expended but no later than 60 days after the end of the grant period. The EOP Expenditure Report is on the CDE CPA web page at <https://www.cde.ca.gov/ci/qs/hs/cpagrantinfo.asp>.
 - The EOP Expenditure Report should include a narrative of the final expenditures. Failure to submit the EOP Expenditure Report with a detailed narrative within 90 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grants.
6. At least three key staff members from each CPA are required to attend the CPA Conference to be held **February 27-March 1, 2022**, at the SAFE Credit Union Convention Center in Sacramento. These funds can be used for that purpose.

If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other CPA sites.

If you have any questions regarding the CPA program requirements of the grant, please contact Maria Burrig, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIIO), by phone at 916-319-0460 or by email at mburrig@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIIO, by phone at 916-445-7755 or by email at CPAFISCAL@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER		
				FY	PCA	Vendor Number
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Program Office Accounting Office, Categorical Programs				Resource Code	Revenue Object Code	34
Telephone 916-643-9000				7220	8590	INDEX
Name of Grant Program California Partnership Academies (CPA) Program						0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$56,700		\$56,700		7/01/2021	6/30/2023
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the Building Trades Academy (0585) at Luther Burbank High School.

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

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

Michelle Upton, Staff Services Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Maria Burrigh		Job Title Education Programs Consultant	
E-mail Address mburrigh@cde.ca.gov		Telephone 916-319-0460	
Signature of the State Superintendent of Public Instruction or Designee 		Date September 28, 2021	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>			
Printed Name of Authorized Agent Rose Ramos		Title CBO	
E-mail Address rose-f-ramos@scusd.edu		Telephone 916-643-9055	
Signature 		Date 10/28/21	

RECEIVED

OCT 21 2021

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
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 - Fifty percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
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6. At least three key staff members from each CPA are required to attend the CPA Conference to be held **February 27–March 1, 2022**, at the SAFE Credit Union Convention Center in Sacramento. These funds can be used for that purpose.

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If you have any questions regarding the CPA program requirements of the grant, please contact Maria Burright, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIIO), by phone at 916-319-0460 or by email at mburright@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIIO, by phone at 916-445-7755 or by email at CPAFISCAL@cde.ca.gov.

Grant Award Notification

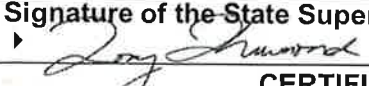
GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER		
				FY	PCA	Vendor Number
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Program Office Accounting Office, Categorical Programs				Resource Code	Revenue Object Code	34
Telephone 916-643-9000				7220	8590	INDEX
Name of Grant Program California Partnership Academies (CPA) Program						.0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$81,000		\$81,000		7/01/2021	6/30/2023
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the Law and Social Justice Academy (0022) at Luther Burbank High School.

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

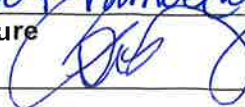
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 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Maria Burright	Job Title Education Programs Consultant
E-mail Address mburright@cde.ca.gov	Telephone 916-319-0460
Signature of the State Superintendent of Public Instruction or Designee 	Date September 28, 2021

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On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Rose Ramos	Title CEO	RECEIVED OCT 21 2021
E-mail Address rose.f.ramos@scusd.edu	Telephone 916-643-9055	
Signature 	Date 10/28/21	

Grant Award Notification (Continued)

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Kaiser Foundation Hospitals
Northern California Region

10/25/2021

Jorge Aguilar
Superintendent
Sacramento City Unified School District
5735 47th Ave.,
Sacramento, California 95824

Re: Grant Award Letter for Grant Number 127722

Dear Jorge 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 \$25,000.00 has been awarded to Sacramento City Unified School District ("Grantee"). The purpose of these funds is to support the Providing Resilience, Identity, Diversity & Education (PRIDE) Project (the "Grant").

Kaiser Permanente has a 75-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

Start Date: 10/1/2021

End Date: 6/30/2022

Grant Reporting

Instructions for submitting reports will be provided 30 days prior to the due dates.

Progress Report Due Dates: 2/25/2022

Final Report Due Date: 7/29/2022

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant.

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.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Odell", written over a large, light-colored circular mark.

Michelle Odell

Public Affairs Director, South Sacramento

10/25/2021
Date

ACCEPTED AND AGREED

Jorge Aguilar
Superintendent

Date

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 127722, 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.

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

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

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 of 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 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

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

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 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:

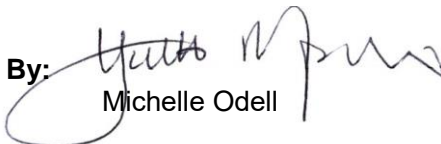
KFH:

Grantee:

Kaiser Foundation Hospitals, Northern California

Sacramento City Unified School District

By:


Michelle Odell

By:

Jorge Aguilar

Title: Public Affairs Director, South Sacramento

Title: Superintendent

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

Date: 10/25/2021

Date:

Kaiser Foundation Hospitals, Northern California Region – Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.***

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

Kaiser Permanente's community involvement uniquely pairs grant funding with 70 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded Sacramento City Unified School District a \$25,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit about.kaiserpermanente.org/community-health.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
NU ART EDUCATION, INC. dba NORCAL SCHOOL OF THE ARTS

The Sacramento City Unified School District (“District” or “SCUSD”) and Nu Art Education, Inc. dba NorCal School of the Arts (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 8, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, District desires to engage a contractor to provide a theater arts & social emotional learning (SEL) integrated program and teacher professional development services at various schools throughout the District; and

WHEREAS, through the Theater Arts & SEL engagement, students will utilize their creativity, acquire collaboration and communication skills, learn self-advocacy and engage in the SEL signature practices; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Scope of Work. Contractor shall:

1. Provide a theatre arts & SEL-integrated program to 140 classrooms in sessions of 45-60 minutes weekly for 20 weeks at participating Title I schools, as designated by District.
2. Incorporate VAPA, SEL and ELA standards in each lesson.
3. Provide theater teaching artists trained in SEL as well as culturally responsive and trauma-informed teaching strategies. Lesson plans will be inclusive of English Language Learners and intentional in creating an environment where every student can thrive.
4. Each teaching artist will work with the classroom teacher to collaborate on curriculum, content, and standards addressed to support the classroom goals.
5. Provide lesson plans, activity instructions, and professional development for the classroom teacher wherein they are able to continue to use the theater arts & SEL-integrated lessons in future classrooms.
6. Provide a mid-season impact report for the District as well as a final impact report showing data and outcomes.

Goals & Objectives. The ultimate goals of the program are to:

1. Improve student engagement and attendance in participating classrooms.
2. Engage students in the creative process and cultivate communication, collaboration, and creativity skills while addressing student learning loss.
3. Support identity development with lesson plans that are culturally responsive and address student social emotional health.
4. Prepare students to assert their voices.

5. Provide professional development for the classroom teacher to support the above goals.

B. Payment.

Fee Rate:

- \$111,480 for lesson plans and professional development for 140 classroom teachers
- \$486,319.99 for 20-week program for 140 classrooms (\$3,473.71 per classroom).

Total fee shall not exceed Five Hundred Ninety-Seven Thousand, Eight Hundred Dollars (\$597,799.99).

Payment shall be made within 30 days upon submission of monthly invoices for services rendered. Invoices should be sent to Charles Deangelus, VAPA Coordinator, at Charles-deangelus@scusd.edu.

C. Period of Agreement. The term of this Agreement shall be from October 8, 2021 through June 10, 2022.

D. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, Contractor and each of Contractor employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

E. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "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 Contractor to the District.

F. Fingerprinting Requirements. Contractor agrees that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all individuals cleared by the DOJ who will provide services under this Agreement and shall certify in writing to the District that Contractor has no information that any of the individuals who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the individual from having any further contact with any pupil(s) of the District until such time as the individual's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an individual is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement within 15 days of receiving notification that the previous individual has been disqualified.

Contractor further agrees and certifies that any individual providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

- G. Vaccination Requirements. As required by SCUSD and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to SCUSD shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, SCUSD will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to SCUSD on a weekly basis or as otherwise agreed upon by SCUSD and the Contractor. SCUSD shall provide Contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities. If an employee is disqualified from working for SCUSD pursuant to the requirements by the California Department of Public Health, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- H. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Contractor shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's

fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

- I. Termination. This Agreement may be terminated by the District without cause by providing at least thirty (30) days written notice.

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

- J. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, Contractor agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by Contractor and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. Contractor has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of

this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

- K. Use of Facilities. Neither Contractor, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. Contractor's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, Contractor shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to Contractor prior to the execution of this Agreement. Contractor is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. Contractor shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. Contractor waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- L. 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, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- M. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- N. 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.
- O. Assignment. This Agreement is made by and between Contractor and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- P. Entire Agreement. This Agreement constitutes the entire agreement between Contractor and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

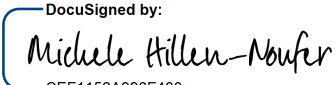
- Q. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- R. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- S. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- T. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
 Rose Ramos
 Chief Business Officer


NU ART EDUCATION, INC. dba NORCAL SCHOOL OF THE ARTS:

By:  _____ Date 11/09/2021
DocuSigned by:
 Michele Hillen-Noufer
 CEF1152A996F480
 Michele Hillen-Noufer
 Executive Director

COVID-19 Addendum

In further consideration for this Agreement, Contractor enters this COVID-19 Addendum as Contractor will be providing services at the sites:

1. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. Contractor will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: 
Michele Hillen-Noufer
Executive Director
Nu Art Education, Inc. dba NorCal School Of The Arts

Address: 803 Vallejo Way, Sacramento, CA 95818

Phone: (916) 955-9462

Email Address: Michele.hillen@norcalsota.org



PROJECT AUTHORIZATION FORM

District-Wide Hydration Station Project - Phase 2

Date: October 22, 2021

Pursuant to the Master Architect Agreement dated April 16, 2021 between Rainforth Grau Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Project Description: Replacement of drinking fountains at all dependent schools with new fountain/bottle filler units. Goal is to have one unit per 150 students at all schools, where feasible.

Scope:

- Remove and replace existing drinking fountains with bi-level dual water fountain / single bottle filler water coolers. Existing fountains are located both inside and/or outside; some are chilled, most are not.
- Add new water coolers as required and where feasible to provide one unit per 150 students.
- New units shall be Murdock A172.8-VR-BF12 Series water coolers. District has purchased 65 non-chilled and 25 chilled units at this time which are being installed by District.
- Existing Haws units may be replaced in kind where possible with bottle filler component upon District direction.
- Work shall include:
 - Water and sewer disconnection; power disconnection at chilled units
 - Removal of existing units and protective enclosures when applicable
 - Preparation for installation of new unit including finish modifications, carrier adjustments or replacement and utility preparations.
 - New power to all unpowered locations; dedicated circuit desired at chilled locations only.
 - Installation of new water cooler and connection to water, sewer, power.
 - Repairs to finishes disturbed by installation as needed when not enclosed by SS shroud.
 - Installation of ADA guardrails if required; surface mounted with epoxy anchors.
 - Removal and replacement or modification to existing pavement if required to meet ADA requirements for new locations only.

- Per meeting with DSA, replacement of existing and installations of new drinking fountains and bottle fillers at DSA certified projects and buildings is exempt from DSA review and can be done without a DSA submittal. All new locations that are free standing in open areas which may impact path of travel will be required to be submitted to DSA review as Access-Only project.

Scope of Services: Planning and construction document planning phase services will include the following architectural and engineering services:

- Programming meetings with District team
- Site visitations at three schools (elementary, middle, and high) to confirm conditions and utilities with District team and engineers
- Development of plan template for all sites
- Development of work scope and standard details for each site
- Review of findings and template with District team
- Additional discussion with DSA on review requirements and processes if any related to new locations only
- Development of multi-phase Construction Schedule
- Further development of budget based on final designs
- Preparation of bid-ready documents including plans and project manual

DSA Review: DSA ACS review is likely required only for new locations and when units will be installed on uncertified buildings. Specific requirements for submittal and approvals to be negotiated with DSA management.

Exclusions from Services:

- Exhaustive evaluation of utility services
- Topographic Survey (as determined by District for new locations only)
- Hazardous Materials Investigation and Abatement
- ADA improvements beyond work areas
- Services or activities not specifically noted above
- DSA fees
- Project Inspection
- Closeout services for uncertified buildings

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated Three Hundred Twenty-Four Thousand Dollars (\$324,000) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$7,500, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

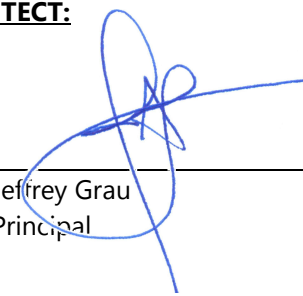
District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Jeffrey Grau
Principal



Date: _____

Date: 11-8-2021

Attachment One to Project Authorization**PROJECT SCHEDULE****Phase 2 work:**

Agreement Approval/Authorization	Oct 2021
Finish site documentation of findings and new proposed locations per 1/150 ratio; District meetings to review findings	Nov 2021
Finalize counts, types, costs for each site	Nov 2021
Construction documentation	Dec 2021 - Jan 2022
Bidding (Non DSA work)	Feb – Mar 2022
DSA Submittal (if needed)	Apr – May 2022

Construction schedule to be determined based on number of packages and scheduling of work on active school sites.

Attachment Two to Project Authorization

FEE SCHEDULE

Architectural:

Principal Architect	\$ 215.00/hour
Associate Principal	\$ 200.00/hour
Associate	\$ 190.00/hour
Senior Architect / Project Manager	\$ 180.00/hour
Architect II	\$ 165.00/hour
Project Manager	\$ 155.00/hour
Architect I	\$ 145.00/hour
Job Captain II	\$ 135.00/hour
Job Captain I	\$ 120.00/hour
Designer	\$ 100.00/hour
Graphic Designer	\$ 135.00/hour
Interior Designer II	\$ 135.00/hour
Interior Designer I	\$ 100.00/hour
Project Management Assistant	\$ 100.00/hour
Clerical	\$ 95.00/hour

Consultants: Consultant Billing x 110%

Other:

Vehicle use (mileage):	No Charge
Phone calls:	No Charge
Mailing:	No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.
Printing:	No charges for "in-house" or consultants check prints. Agency prints, Owner/Owner's Representative prints, Bid Documents, Submittals/Shop Drawings, Record Drawings, and request prints are billed at printing invoice x 110%.
Fees Advanced:	All fees paid in advance by the Architect will include a \$40.00 Processing and Handling Fee.

INDEPENDENT CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES

This Independent Consultant Agreement for Architectural Services ("Agreement") is made and entered into as of the 25th day of October, 2021, by and between the Sacramento City Unified School District, ("District") and Verde Design, Inc. ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526 authorizes the District to contract with any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the services to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is trained, experienced, and competent to perform the services required by the District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** Consultant shall provide Architectural Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. **Term.** Consultant shall commence providing Services under this Agreement upon final execution and will diligently perform as required and complete performance by December 31, 2022 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- 3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements

- 4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Two Hundred Fifty-Eight Thousand, One Hundred Seventy Dollars (\$258,170), exclusive of reimbursable expenses. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

Phase	Duration	Fee
Phase A – Project Start Up	2 weeks	\$12,000
Phase B – 50% Construction Documents	4-6 weeks	\$64,000
a. DSA draft submittal	4-6 weeks at DSA	

Phase C – 100% Construction Documents (DSA and BID set)		\$49,000
a. DSA Submittal	6-8 weeks for review	
b. DSA Comments	2 weeks to address	
c. DSA Back Check (Appointment only)	2 weeks out	
Phase D – Construction Administration	TBD	\$40,000
Subtotal Fee:		\$165,000
Subconsultant Fees:		
Electrical Engineer		\$63,250
Architectural Engineer		\$25,520
Structural Engineer		\$4,400
Subconsultant Subtotal		\$93,170
Total Fee		\$258,170

5. **Expenses.** District shall reimburse Consultant for costs or expenses paid or incurred by Consultant in performing Services for District, not to exceed \$6,500.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents.
8. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District’s business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
9. **Performance of Services.**
 - 9.1. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits,

licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

- 9.2. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California school districts.
- 9.3. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 9.4. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.6. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.7. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 9.7.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 9.7.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates,

and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

12. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

13. Indemnification.

13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 13.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 13.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employer's Liability Insurance.

Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Consultant shall deliver updated certificates indicating the required coverages to the District every policy period. Certificates and insurance policies shall include the following:

- 14.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

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

17. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws, including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

18. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

- 18.1. All site visits shall be arranged through the District;
- 18.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 18.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
- 18.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 18.5. Consultant and Consultant's employees shall not use student restroom facilities; and
- 18.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

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

District:

Sacramento City School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Jessica Sulli, Contract Specialist
EML: Jessica-Sulli@scusd.edu

Consultant:

Verde Design, Inc.
2455 The Alameda Ste 200
Santa Clara, CA 95050
ATTN: Mark Baginski, Principal
EML: mark@verdedesigninc.com

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

21. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
22. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

23. **Termination.**

- 23.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 23.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 23.2.1. material violation of this Agreement by Consultant; or
 - 23.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage

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

24. **Integration; Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
26. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
27. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
28. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
29. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
30. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
31. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
32. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the District's Board of Education. Should Consultant begin performing Services in advance of approval by the Board of Education, any Services so performed in advance of the approval date will be provided at the Consultant's risk.
33. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authority and empowered to enter into this Agreement.
34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

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

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

Sacramento City Unified School District

Verde Design, Inc.

By: _____
Rose Ramos
Chief Business Officer

By: _____
Mark S. Baginski
Principal

Date: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant will provide design and construction services for the addition of home and visitor bleachers, press box on the home side, concession/restroom building and ticket booths to the existing stadium at Hiram Johnson High School, located at 6879 14th Avenue, Sacramento, CA 95820.

SCOPE OF SERVICES

Phase A – Project Start Up

- a. Project kick-off meeting to review project scope, schedule, point of contact.
- b. Review Geotechnical Report.
- c. Establish Base sheets
- d. Coordinate with District a site visit with Verde and ACEE team, review site and infrastructural requirements.
- e. Prepare initial site plan for new bleachers, press box, concession/restroom buildings and ticket booths.
- f. Coordinate with Southern Bleacher on optional layouts schemes for the home and visitor bleacher layouts.
- g. Attend one (1) meeting with the District to review options and determine the preferred plan.

Phase B –50% Construction Documents

- a. Prepare 50% Construction documents based on approved plan
 - i. Cover Sheet
 - ii. Accessibility Plan
 - iii. Fire Marshal Plan
 - iv. Existing Condition Plan
 - v. Grading Plan
 - vi. Draining Plan
 - vii. Material Plan
 - viii. Irrigation Plan
 - ix. Landscape Plan
 - x. Construction Detail Plans
 - xi. Electrical Plans and Details
 - xii. Architectural Plans (pre-engineered buildings)
 - xiii. Structural Plans and Details
 - xiv. Southern Bleacher Plans and Details
- b. Coordinate with all subconsultants
- c. Prepare SWPPP documentation for closeout.
- d. Prepare technical specifications for scope of work items.
- e. Prepare an Estimate of Probable Costs – identify DSA fees based on cost of work.
- f. Provide internal QA/QC process
- g. Revise plans for submittal preparation to District for review and comment.
- h. Revise plans per District comments
- i. Prepare initial DSA applications and make preliminary DSA Submittal.
- j. Project administration

Phase C – 100% Construction Documents (DSA Submittal)

- a. Initiate 100% Plans, specifications and estimate package for DSA Full Review
- b. Finalize SWPPP documentation.
- c. Provide internal QA/QC process

- d. Revise plans for submittal preparation to District for review and comment.
- e. Revise plans per District comments
- f. Prepare full DSA Submittal.
- g. Respond to any DSA comments.
- h. Attend DSA backcheck Bluebeam meeting for approval.

Phase D – Construction Administration

- a. Pre-bid meeting
- b. Prepare addenda
- c. Review Bid
- d. Construction meetings/Site Observations – twelve (12)
- e. Change Order /RFI's
- f. Contractor Questions/Coordination
- g. Conference Calls
- h. Punch Lists (2)
- i. Project Close-out
- j. Project Administration

SUBCONSULTANT SERVICES:

Ahern Know and Hyde – Structural Engineer and DPIRC

- a. Provide structural input for footings.
- b. Act as Design Professional In Responsible Charge

ACEE – Electrical Engineering Services

- a. Engineering design new power to the home and visitor bleachers, press box, concession/restroom building, and ticket booths.
- b. Provide 50% CD,100% CD (Bid Set) Submittals
- c. Prepare technical specifications and engineering cost estimate.
- d. Bidding and Construction administrative support
 - i. Respond to bidder's questions during bidding period.
 - ii. Respond to RFI's, review submittals and shop drawings.
 - iii. Review contract change order requests.
 - iv. Site visits for punch walk and back-check.

JK Architects – Architectural Services

- a. Provide consulting services regarding the new concession/restroom building and two ticket booths.

Southern Bleacher Co. – New Bleacher Consulting Services

- a. Provide consulting services regarding new rap/stair and seating layouts to meet the District's desire for new home and visitor side seating with new press box. Number of seats to be determined. Layouts will include the required amount of accessible seating based on the total number of seats provided.

1.1. Basic Services.

- 1.1.1. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions

in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

- 1.1.2. Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.
- 1.2. **Construction Oversight Process.** Prior to commencement of construction, Consultant shall:
 - 1.2.1. Ensure that the Project Inspector is approved by the DSA prior to requesting issuance of project inspections cards.
 - 1.2.2. Request issuance of the proper number of project inspection cards from DSA after the construction contract has been awarded and provide project inspection cards to the Project Inspector.
 - 1.2.3. Prepare the Statement of Structural Tests and Special Inspections and submit to DSA. Then provide approved forms to the Project Inspector and Laboratory of Record.
 - 1.2.4. Prepare Contract Information form (form DSA-102 or more current) for all construction contracts and submit to DSA.
- 1.3. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.4. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA-152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.5. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement:

The Work on the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) Consultant’s employees or any subcontractor or supplier of any tier of the Agreement will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s Services under this Agreement and Consultant, who is not a sole proprietor, certifies its compliance with these provisions as follows: “Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s Services under this Agreement and Consultant, who is a sole proprietor, certifies its intent to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Consultant’s employees who may have contact with District pupils in the course of providing Services pursuant to the Contract, and hereby agrees to the District’s preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Consultant’s fingerprints as if he or she was an employee of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

Consultant's Services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2021-2022**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”), a member of the Sacramento City Unified School District SELPA, and Discovery Ranch (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of

directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20)

days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with

California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or

as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent

agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education

eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or

lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided

by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR
Discovery Ranch

LEA
Sacramento City Unified School District

By:  11/01/2021

 Mark Levie Date
 CFO

By: _____
 Rose Ramos Date
 Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Mark Levie, CFO
Discovery Ranch
757 South Main Street
Springville, UT 84664

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 801-489-3311 F: 801-489-3355
Email: Markl@ascentprograms.com
rachaels@discoveryranch.net

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Discovery Ranch

CDS NUMBER:

Maximum Contract Amount: See Purchase Order PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 2:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$153.42
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Transportation		
Residential Room & Board	\$10,300.00	Per Month
Mental Health Services	\$3,600.00	Per Month
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other (900)		

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (____) _____ (____) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only):

Daily Rate:

Estimated # of Days x Daily Rate = Projected Basic Education Costs

B. RELATED SERVICES

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR
Discovery Ranch

LEA
Sacramento City Unified School District

By: _____
Mark Levie
CFO
Date

By: _____
Rose Ramos
Chief Business Officer
Date

RENEWAL QUOTE

Page	1
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

SACRAMENTO CITY UNIF SCH DIST
5735 47TH AVE
SACRAMENTO CA 95824

Quote Summary	Payable in USD
Quote Total	\$100,208.78
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below	

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
Follett School Solutions, LLC
91826 Collection Center Drive
Chicago, IL 60693 USA

Follett School Solutions, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follett.com

Quote Details					
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount	
A M WINN ELEM SCH - 0404187					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total					\$1,409.60
ABRAHAM LINCOLN SCH - 0409430					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total					\$1,409.60
ALBERT EINSTEIN MDL SCH - 0404188					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total					\$1,409.60
ALICE BIRNEY ELEM SCH - 0404189					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total					\$1,409.60
AMERICAN LEGION CONT HIGH SCH - 0404190					
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62

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RENEWAL QUOTE

Page	2
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details					
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount	
				Site Total	\$640.62
ARTHUR BENJAMIN HLTH PROF HIGH SCH - 0415436					
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
				Site Total	\$640.62
BOWLING GREEN CHARTER-CHACON - 0419311					
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
				Site Total	\$640.62
BOWLING GREEN CHARTER-MCCOY - 0404192					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98	
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00	
				Site Total	\$1,409.60
BRET HARTE ELEM SCH - 0404193					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98	
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00	
				Site Total	\$1,409.60
C K MCCLATCHY HIGH SCH - 0404194					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98	
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00	
				Site Total	\$1,409.60
CALEB GREENWOOD ELEM SCH - 0404195					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98	
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00	
				Site Total	\$1,409.60
CALIFORNIA MDL SCH - 0409141					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98	
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00	
				Site Total	\$1,409.60
CAMELLIA BASIC ELEM SCH - 0404196					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98	
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00	

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RENEWAL QUOTE

Page	3
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
CAPITAL CY SCH - 0414115			Site Total	\$1,409.60
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
			Site Total	\$640.62
CAROLINE WENZEL ELEM SCH - 0404197				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
CESAR CHAVEZ 4-6 ELEM SCH - 0415126				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
CROCKER RIVERSIDE ELEM SCH - 0404239				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
DAVID LUBIN ELEM SCH - 0404201				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
EARL WARREN ELEM SCH - 0404202				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
EDWARD KEMBLE ELEM SCH - 0404204				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
ELDER CREEK ELEM SCH - 0404205				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98

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Page	4
Quote#	7614006
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Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
ETHEL I BAKER ELEM SCH - 0404206				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
ETHEL PHILLIPS ELEM SCH - 0404207				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
FATHER KEITH B KENNY ELEM SCH - 0411706				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
FERN BACON BASIC MDL SCH - 0404208				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
G W CARVER HIGH SCH - 0415574				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
GENEVIEVE F DIDION ELEM SCH - 0407344				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
GOLDEN EMPIRE ELEM SCH - 0407436				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98

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RENEWAL QUOTE

Page	5
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
H W HARKNESS ELEM SCH - 0404211				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
HIRAM W JOHNSON HIGH SCH - 0404212				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
HOLLYWOOD PARK ELEM SCH - 0404213				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
HUBERT H BANCROFT ELEM SCH - 0404215				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
ISADOR COHEN ELEM SCH - 0404216				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
JAMES W MARSHALL ELEM SCH - 0407343				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
JOHN BIDWELL ELEM SCH - 0404219				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98

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RENEWAL QUOTE

Page	6
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
JOHN CABRILLO ELEM SCH - 0404220				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
JOHN D SLOAT BASIC ELEM SCH - 0404221				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
JOHN F KENNEDY HIGH SCH - 0404222				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
JOHN H STILL MDL SCH - 0404223				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
JOHN MORSE THERAPEUTIC CTR - 0420841				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
KIT CARSON 7-12 SCH - 0404225				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
LEATAATA FLOYD - 0404217				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98

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RENEWAL QUOTE

Page	7
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
LEONARDO DA VINCI SCH - 0411175				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
LUTHER BURBANK HIGH SCH - 0404227				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
MARK TWAIN ELEM SCH - 0404230				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
MARTIN LUTHER KING JR ELEM SCH - 0410802				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
MATSUYAMA ELEM SCH - 0411885				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
MET SACRAMENTO HIGH SCH - 0418857				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
Site Total				\$640.62
NEW JOSEPH BONNHEIM CHARTER ES - 0422721				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
Site Total				\$640.62
NEW TECHNOLOGY HIGH SCH - 0418458				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62

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RENEWAL QUOTE

Page	8
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total \$640.62
NICHOLAS ELEM SCH - 0404231				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total \$1,409.60
O W ERLEWINE ELEM SCH - 0404232				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total \$1,409.60
OAK RIDGE ELEM SCH - 0404233				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total \$1,409.60
PACIFIC ELEM SCH - 0404234				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total \$1,409.60
PARKWAY ELEM SCH - 0404235				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total \$1,409.60
PETER BURNETT ELEM SCH - 0404236				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total \$1,409.60
PHOEBE A HEARST ELEM SCH - 0404237				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00

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RENEWAL QUOTE

Page	9
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total
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PONY EXPRESS ELEM SCH - 0404238				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total
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PROFESSIONAL LIB - 0415219				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total
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ROSA PARKS MDL SCH - 0404198				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
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				\$1,409.60
ROSEMONT HIGH SCH - 0415078				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total
				\$1,409.60
SACRAMENTO CITY UNIF SCH DIST - 0453214				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
				Site Total
				\$640.62
SAM BRANNAN MDL SCH - 0404241				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total
				\$1,409.60
SCH OF ENGINEERING/SCENCE - 0404191				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
				Site Total
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SEQUOIA ELEM SCH - 0404242				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
				Site Total
				\$1,409.60

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RENEWAL QUOTE

Page	10
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
SERNA - 0422722				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
			Site Total	\$640.62
SUCCESS ACAD K-8 - 0422170				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
SUSAN B ANTHONY ELEM SCH - 0404203				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
SUTTER MDL SCH - 0404244				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
SUTTERVILLE ELEM SCH - 0404245				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
TAHOE ELEM SCH - 0404246				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
THEODORE JUDAH ELEM SCH - 0404247				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
			Site Total	\$1,409.60
WASHINGTON ELEM SCH - 0407345				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62

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RENEWAL QUOTE

Page	11
Quote#	7614006
Issue Date	10/04/2021
Expiration Date	01/31/2022
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
WEST CAMPUS HIGH SCH - 0410108				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
WILL C WOOD MDL SCH - 0404249				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
WILLIAM LAND ELEM SCH - 0404251				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60
WOODBINE ELEM SCH - 0404252				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$618.98
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2021	12/31/2022	\$640.62
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2021	12/31/2022	\$150.00
Site Total				\$1,409.60

End of Quote

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