



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: February 15, 2024

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

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

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00078	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10,197,892 No Match
Period: 7/1/23 – 9/30/25 Description: 2023-2024 Individuals with Disabilities Education Act (IDEA), Part B, Section 611 Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.		

<u>CAREER TECHNICAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00080	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,574 No Match
Period: 7/1/23 – 8/31/24 Description: Career Technical Education Initiative Supplemental Criminal Justice Academy (9036) at C.K. McClatchy High School.		

<u>STUDENT SUPPORT & HEALTH DEPARTMENT</u>		
County of Sacramento A24-00083	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$TBD No Match
Period: 7/1/24 – 6/30/25 Description: The Sacramento County Board of Supervisors approves initial and renewal resolutions for contracting authority every year for the Department of Health Services. These resolutions authorize the Director of the Department of Health Services to execute agreements with the contractors listed in the resolutions.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>YOUTH DEPARTMENT</u>		
The Hawk Institute SA24-00580	The HAWK Institute provides Bridge to The Future programming and mentoring to SCUSD students and families at Umoja International Academy and American Legion High School. The provider also runs the Expanded Learning program at Arthur A. Benjamin Health Professions. The provider collaborate at all three sites to:	\$170,320 21 st Century Community Learning Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<ol style="list-style-type: none"> 1. Increase high school completion of African American and underserved youth. 2. Increase career awareness and preparation. 3. Improve critical thinking skills 4. Provide tangible skills and training in the areas of financial literacy and entrepreneurships. 	

FACILITIES DEPARTMENT

<p>Oransi LLC R24-03084</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Replacement HEPA filters for Oransi “MOD” air purifiers for all District departments and school sites that the District purchased in response to the COVID-19 pandemic.</p> <p>The Purchasing Department find it is in the best interest of the District to utilize Resolution No. 3380, sole source procurement for the “MOD” air purifier HEPA filter replacement proprietary to Oransi, LLC.</p>	<p>\$186,719 ESSER III Funds</p>
--	--	--------------------------------------

SPECIAL EDUCATION DEPARTMENT

<p>New Directions Solutions dba Procure Therapy S24-00101</p> <p>New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>7/1/23 – 6/30/24: Non-Public Agency Behavior Technician Services for Students as requested by the Special Education Department for fiscal year 2023-2024. In order to address the overall needs of the District’s Special Education continuum of service and to abide with the Individuals with Disabilities Education Act (IDEA), the SCUSD SELPA is needed to contract with this non-public agency to provide classified staff to meet IEP driven services in the area of Intensive Individual Services and difficult to fill classroom Instructional Aide positions.</p>	<p>Original Contract Amount: \$388,800 State Mental Health Funds</p> <p>Increase Requested: \$900,000 Special Education-IDEA Funds</p> <p>Total Contract Amount: \$1,288,800</p>
--	--	--

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
-------------------	--------------------	---------------

FACILITIES DEPARTMENT

<p>KYA Services R24-03360</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Refinish, polish and paint upgraded design on the gym floor at Miwok Middle School.</p> <p>The Purchasing and Facilities departments find it in the best interest of the District to utilize CMAS contract 4-20-78-0089C for this project pursuant to Public Contract Code 10298 and 10299.</p>	<p>\$114,923 General Fund</p>
--	--	-----------------------------------

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Camellia Elementary Edward Kemble Elementary Woodbine Elementary	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
ITEMS	
176 each, Laptops 179 each, Chromebooks 14 each, Projectors 2 each, Printers	STATUS: The District has determined these items are not repairable nor usable.
TOTAL VALUE	
\$0.00	
	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
DISPOSAL METHOD	
E-Waste Recycle	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0510-570, C.K. McClatchy HS New Softball Improvements and Baseball Field Improvements

Bids received: 3:00 pm, January 19, 2024

Recommendation: Rescind Award to D.L Falk, approved by the Board of Education on 2/1/24. Award to Bothman Construction.

Rationale: The District received a Bid Protest contending D.L. Falk failed to list modular building manufacturer as a subcontractor. The District upheld the Protest resulting in D.L. Falk's bid, Non-Responsive.

Funding Source: Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Bothman Construction	Roseville, CA	\$8,755,000
Lamon Construction	Yuba City, CA	\$8,983,000
Rodan Builders	Hayward, CA	\$9,178,000

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Cesar Chavez / Edward Kemble New Construction and Modernization

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

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

Amendment No. 1 Amount: \$76,836; Measure H Funds (long lead material procurement for Interim Housing); board approved March 2, 2023.

Amendment No. 2 Amount: \$535,166; Measure H Funds (long lead material procurement for Interim Housing). Amendment No. 2 for \$535,166 was approved at the May 4, 2023 Board of Education meeting; Measure H Funds to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 2 is for securing long lead items on materials as part of this summer's interim housing project including carpet, portable foundation systems, and site utilities pipe and fittings. All work as part of a Lease Leaseback (LLB), including amendments, have bids completed at the sub-contractor level by the LLB entity; board approved May 4, 2023.

Amendment No. 3 Amount: \$11,246,889; Measure H Funds. Amendment No. 3 for Increment 1 of construction for the Portable Relocation including twenty-two (22) portable classrooms, two (2) restrooms and Admin Office; board approved May 18, 2023.

Amendment No. 4 Amount: \$(1,588,517); Measure H Funds. Amendment No. 4 for \$(1,588,517) to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 4 revises the Guaranteed Maximum Price (GMP) to remove the CCD #2 allowance line and adds a costs line for DSA approved plans set CCD #2 which includes site work such as building pads, underground utilities, and lime treatment. This extends the GMP until April 2024 for general conditions and requirements as part of the DSA approved plan set CCD#2. This is a deductive cost change to the contract; board approved September 21, 2023.

Amendment No. 5 Amount: \$2,370,300; Measure H Funds. Approve Amendment No. 5 for Increment 2 of construction for the early procurement of long lead materials, including electrical components and structural steel.

New Total Contract Amount: \$12,715,844; Measure H Funds

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

Original Contract Completion Date: September 1, 2025

New Contract Completion Date: September 1, 2025

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
C.H. Reynolds	Clayton B. Wire Technology Infrastructure	1/11/24

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District Lisa Allen, Superintendent P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				23	13379	67439	01
Attention Lisa Allen, Superintendent				STANDARDIZED ACCOUNT CODE		COUNTY	
Program Office Sacramento City Unified Special Education Local Plan Area - 3412				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				3310	8181	INDEX	
Name of Grant Program 2023-24 Individuals with Disabilities Education Act (IDEA) 611 Local Assistance Entitlements						0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$10,197,892		\$10,197,892		07/01/2023	09/30/2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education		
<p>I am pleased to inform you that you have been funded for the 2023-24 IDEA 611 Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.</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 mail the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Nellie Amaro, Associate Governmental Program Analyst Special Education Division, FMTA V Unit California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p> <p>Please also email a copy of the signed Grant Award Notification to IDEAgrants@cde.ca.gov.</p>							
California Department of Education Contact Emily Bunnell				Job Title Education Programs Consultant			
E-mail Address EBunnell@cde.ca.gov					Telephone 916-327-3536		
Signature of the State Superintendent of Public Instruction or Designee 					Date January 8, 2024		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer			
E-mail Address janea-marking@scusd.edu					Telephone (916) 643-9055		
Signature 					Date 02/01/24		

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
Attention Lisa Allen, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Funds			Resource Code	Revenue Object Code	34	
Telephone 916-643-9000			6385	8590	INDEX	
Name of Grant Program California Partnership Academies: Career Technical Education Initiative Supplemental					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$5,574		\$5,574		07/01/2023	08/31/2024
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		
<p>I am pleased to inform you that you have been funded for the Criminal Justice Academy (9036) at C.K. McClatchy 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, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:</p> <p style="text-align: center;">Alicia Aguirre, Associate Governmental Program 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 Serene Yee			Job Title Education Programs Consultant			
E-mail Address SYee@cde.ca.gov			Telephone 916-319-0460			
Signature of the State Superintendent of Public Instruction or Designee 			Date January 18, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Janea Marking			Title Chief Business & Operations Officer			
Email Address Janea-marking@scusd.edu			Telephone (916) 643-9055			
Signature 			Date 02/06/24			

Received

FEB 05 2024

Fiscal Year 2024/2025 Contract

Agreement New Contractor Checklist

Please review your current scope of service, budget, quarterly reports and data. Your contract monitor will be working with you on possible changes or updates.

Please complete and return the following items along with this checklist by the date notated in the original email.

- Contractor Information Letter
Fillable
- Letter, on agency letterhead, stating if you have five (5) or more full time employees (FTE's)
Use your agency's letterhead for this statement
- Copy of the Resolution by the Board of Director's
Use your agency's letterhead for this statement, or the one provided.
- Good Neighbor Site Information
Fillable form
- Service Delivery Address
Fillable form listing each site of service
- Certification of Compliance
Review, sign, and date
- Payee Data Record, if applicable. Please update if there are changes
In lieu of IRS W-9
- Assurance of Cultural Competence Compliance
Review, sign, and date
- Medi-Cal Provider Disclosure Statement
Review, sign, and date
- Current organization chart and a list of Board of Directors members with contact information

DocuSign Agreement - Instructions and Fillable Opt-In/Opt-Out Form

Thank you,

County of Sacramento
BHS Contract Administration Team
DHSMHProviderInv@saccounty.net



Department of Health Services

Timothy W. Lutz
Director

Divisions

Administration
Behavioral Health
Primary Health
Public Health

County of Sacramento

January 22, 2024

RE: Funding Availability Contingent Upon County Budget Approval

Dear Contractor:

The County of Sacramento Board of Supervisors approves initial and renewal resolutions for contracting authority every year for the Department of Health Services. These resolutions authorize the Director of the Department of Health Services to execute agreements with the contractors listed in the resolutions.

As is customary and part of the initial or renewal contract process, the funding for these agreements is contingent upon the Board of Supervisors' approval of the Department's yearly Recommended and/or Adopted Budget. Most contractors are familiar with this annual process, realizing that the resolutions do not authorize billings or payments until the Budget is adopted and contracts are executed. Recognizing that many contractors may have new staff who are not familiar with these multiple steps, we are issuing this refresher/reminder about how the process works. This notice should not be construed as an indicator as to funding availability for any contractors.

The County of Sacramento appreciates your partnership in the provision of services to the Sacramento community. If you have any questions, please feel free to contact me.

Sincerely,

Maryann Luke

Deputy Director

Office of Finance, Contracts and Administration

7001A East Parkway, Suite 1000, Sacramento, CA 95823
Office (916) 875-2002 | DHS.SacCounty.gov

Department of Health Services
Division of Behavioral Health
Contractor Information Letter

Date: _____

SUBJECT: Pending Agreement with the County of Sacramento, Department of Health Services, Division of Behavioral Health

You or your agency are being contracted to provide services to Sacramento County residents in Fiscal Year 2024-2025. The following information is required in order to process your contract accurately and timely.

1. **Contractor's Legal Business Name:** _____

2. **Business Address:** _____

New address, as follows: _____

3. **Service Delivery address**, if different than above: **Please complete form Service Delivery Address List.** Please include every site where services are delivered.

4. **Work Phone:** _____ **Other phone:** _____

5. **E-mail address:** _____

6. **You are contracting as (please check only one):** individual provider business owner

Type of business: Corporation **In which state?** _____ Sole Proprietorship Partnership
 Government agency/organization

Is this a nonprofit organization? Yes No

7. **How many full time employees work for your company?** _____

8. For the purposes of this contract, the County may or may not withhold taxes from the provider. **(Please Note: IRS rules may require the County to withhold taxes from some providers.)**

Would you prefer to have taxes withheld? Yes No

9. **Contact person for this organization:** _____ **Phone No.** _____

10. **Do you or your company own or lease vehicles to be used while performing services under this contract?**

Yes No

11. **Employer Identification Number:** _____

12. **Unique Entity ID (UEI) number(s):** _____



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824
(916) 643-2464

*Lisa Allen, Interim Superintendent
Janea Marking, Chief Business Officer*

BOARD OF EDUCATION

*Lavinia Grace Phillips
President
Trustee Area 7*

*Jasjit Singh
1st Vice President
Trustee Area 2*

*Chinua Rhodes
2nd Vice President
Trustee Area 5*

*Tara Jeane
Trustee Area 1*

*Christina Pritchett
Trustee Area 3*

*Jamee Villa
Trustee Area 4*

*Taylor Kayatta
Trustee Area 6*

*Liliana Miller Segura
Student Board Member*

February 7, 2024

County of Sacramento
Department of Health Services
Attn: Yang Xiong
7001 East Pkwy Ste 400
Sacramento, CA 95823

To Whom it May Concern:

The Sacramento City Unified School District has approximately 4,000 full-time employees on payroll.

Sincerely,

Janea Marking
Chief Business Officer

INSTRUCTIONS

for

CONTRACTOR'S BOARD OF DIRECTORS RESOLUTION / SIGNATURE AUTHORITY

1. *Legal name* of organization as listed on the Secretary of State website.
2. Title of position authorized to sign/execute contracts for organization.
3. Typed name of person currently filling position, who is authorized to sign/execute contracts for organization.
4. Signature of person currently filling position, who is authorized to sign/execute contracts for organization.
5. Title of position authorized to submit claims for payment (i.e., treasurer, business manager)
6. Typed name of person currently filling position, who is authorized to submit claims for payment.
7. Signature of person currently filling position, who is authorized to submit claims for payment.
8. Legal name of organization as listed on the Secretary of State website.
9. Corporate status (profit or nonprofit), as applicable.
10. Date of meeting at which this Resolution was approved.
11. Date this form is completed.
12. Typed name of person verifying accuracy of 1 through 11.
13. Signature of person verifying items 1 through 11.

(See next page for sample of Board of Directors Resolution.)

“BOARD OF DIRECTORS’ RESOLUTION / SIGNATURE AUTHORITY”

WHEREAS, a proposed contract with the COUNTY OF SACRAMENTO for the delivery of services by this organization has been determined to be in the best interest of 1. _____

by its duly constituted Board of Directors:

NOW, THEREFORE, BE IT RESOLVED: That the persons named below are authorized to negotiate and execute, on behalf of the above stated corporation, said contract and any and all documents pertaining to this contract, and to submit claims for reimbursement and other financial reports required by said contract;

AND FURTHERMORE: That the signatures recorded below are the true and correct signatures of the designated individuals.

AUTHORIZED TO EXECUTE CONTRACT:

2. _____
Title

3. _____
Name

4. _____
Signature

AUTHORIZED TO SUBMIT CLAIMS:

5. _____
Title

6. _____

7. _____
Signature

CERTIFICATION

I certify that I am the duly qualified and acting Secretary of 8. _____, a duly organized and existing California 9. _____ (corporation). The foregoing is a true copy of a Resolution adopted by the Board of Directors of said corporation, at a meeting legally held on 10. _____, and entered into the minutes of such meeting, and is now in full force and effect.

Date: 11. _____

12. _____
Name (Type or Print)

13. _____
Signature

GOOD NEIGHBOR POLICY SITE INFORMATION

Please complete the following questionnaire for each site. If additional space is necessary, please attach supplemental information on a separate sheet of paper.

1. Agency Name: _____

2. Site Address: _____

3. Contact Person: _____

4. Phone Number: _____

5. What services are currently provided at this facility? _____

6. Please list all County departments with which you have contracts and for what services?

7. The facility is: owned _____ or leased _____

**COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- _____ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- _____ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- _____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- _____ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsupport.ca.gov.

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

Signature

County of Sacramento

County of Sacramento
Payee Data Record
(REV Apr 2017)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individual/sole proprietorship**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose an any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the Unites States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call.....1-800-822-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@saccounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net



**DIVISION OF BEHAVIORAL HEALTH SERVICES
ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE AND THE ADVANCEMENT
OF HEALTH EQUITY**

This document assures compliance with various federal, state and local regulations, laws, statutes, and policies related to culturally and linguistically competent services for diverse populations as well as outlines steps towards advancing health equity as noted within the Sacramento County Division of Behavioral Health Services (BHS) Cultural Competence Plan Objectives, the National Culturally and Linguistically Appropriate Services (CLAS) Standards, and the Self-Assessment for Modification of Anti-Racism Tool (SMART).

Each organization within a culturally and linguistically competent system focused on advancing health equity is responsible for demonstrating humility, respect for all, and responding to the individualized needs of community members. Services are provided within the appropriate cultural context and through a trauma-informed equity lens that are inclusive of intersectionality of race, ethnicity, national origin, income level, religion, gender identity, gender expression, sexual orientation, age, and/or physical disability. Cultural competence is a developmental and dynamic process – one that occurs over time and is never ending.

Culturally competent and responsive providers:

- Are aware of the impact of their own culture on their relationships with clients.
- Are knowledgeable and respectful of the intersectionality of one’s culture, ethnicity, race, gender identity and expression, sexual orientation, and socio-economic status.
- Adapt their skills to meet the values and customs of each individual served.
- Strive for behavioral health equity and exhibit accountability to the communities served.

BHS Equity Vision Statement Goal (adopted 2021)

Sacramento County Behavioral Health Services (BHS) envisions a community where all Sacramento County residents thrive and have equitable access to optimal behavioral and emotional wellness. By racial equity we mean closing the gaps so that race does not predict one's success, while also improving outcomes for all.

How To Get To Goal

- BHS seeks to be an organization where staff and clients feel welcome and have a sense of belonging, that includes all cultural/ethnic identities.
- We seek to create an organizational culture that is client/family driven and reflects community diversity at all agency levels.
- As a member of the wider Sacramento community, and through mutual collaboration and partnerships, BHS prioritizes strategies that consider harmful impacts, advance unbiased results, and takes accountable action so that cultural/ethnic identity no longer predict behavioral health wellness.

Equity Core Values

- Client and family driven
- Mutual collaboration and partnership
- An environment of belonging, emotional safety, and promotion of expressions of diversity
- Staff reflective of community served
- Accountability, impact, results
- Innovation/fundamental change

Definitions

Cultural Competence is a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among client-led providers, family members, and professionals that enables that system, agency, or those professionals and clients, and family member providers to work effectively in cross-cultural situations (adapted from Cross, et al., 1989).

Cultural Humility is the “ability to maintain an interpersonal stance that is other-oriented (or open to the other) in relation to aspects of cultural identity that are most important to the [person]” (Hook, Davis, Owen, Worthington and Utsey, 2013). It includes “a lifelong commitment to self-evaluation and self-critique,” “a desire to fix power imbalances,” and “aspiring to develop partnerships with people and groups who advocate for others” (Tervalon & Murray-Garcia, 1998).

Equity “is achieved when the dimensions of our identity (e.g., sex, gender identity and expression, cultural identity, race/ethnicity, disability, national origin, age, language, family structure, religion/faith, immigration status, or sexual orientation) and other dimensions of difference defined by social, economic, demographic, and/or geographic characteristics are no longer predictive of unjust cycles of harm and oppression across generations is stopped” (Children and Youth Behavioral Health Initiative, 2023).

Cultural Competence Guiding Principles

Cultural Competence is an ongoing process that is critical to eliminating cultural, racial, ethnic, gender identity and expression, and sexual orientation disparities in the delivery of quality and equitable mental health and substance use, prevention, and treatment services. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs, and practices of its clients into the service, and should be incorporated into all aspects of policy-making, program design, administration, service delivery, data collection, and outcome measurement.

“While culturally competent service delivery systems will continue to have primary goals around ongoing elimination of inequities for specific racial, ethnic, and cultural communities, culturally competent systems must be sufficiently flexible in order to promote improved quality and effectiveness of services for all community members...” (County Behavioral Health Directors Association of California Framework for Advancing Cultural, Linguistic, Racial and Ethnic Behavioral Health Equity, Updated 2016, page 2).

The County Behavioral Health Directors Association of California developed the following guiding principles and corresponding strategies for counties to use in operating a culturally and linguistically competent system of care to eliminate disparities. This is further complimented by Sacramento County’s commitment towards advancing equity, the National CLAS Standards, and SMART.

Commitment to Cultural Competence and Health Equity

- Address cultural competence and advancing equity at all levels of the system including policy, programs, operations, treatment, research and investigation, training, and quality improvement. (CLAS-Standard 1)
- Demonstrate commitment to cultural humility while improving safety and equity for staff and clients through all agency policy and practice documents, including the mission statement,

statement of values, strategic plans, and policy and procedural manuals. (CLAS-Standard 2, SMART-Workplace Culture, SMART-Clinical Care)

- Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them to address potential disparities with access to care and engagement. (CLAS-Standards 6 and 8, SMART-Clinical Care)

Identification of Disparities and Assessment of Needs and Assets

- Collect, compile, and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS-Standard 11)
- Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural, linguistic, ethnic, sexual orientation, and gender diversity of populations in the service area. This could include creating plans for assessing and addressing potential disparities for individuals within special populations (e.g., those who are unhoused, have legal/child protective service involvement, or are at risk for vulnerability due to their age) (CLAS-Standard 12, SMART-Community Advocacy)

Implementation of Strategies to Reduce Identified Disparities

- Develop, implement, and monitor strategies for the elimination of identified health and functional disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on eliminating such disparities. (CLAS-Standard 9, SMART Outcomes/Program Evaluation)
- Utilize a quality improvement framework with a racial equity lens to monitor and evaluate culturally responsive and community defined service delivery and disparity elimination activities. Incorporate data reflection in partnership with the community and share improvement targets/progress with stakeholders to maintain accountability. (CLAS-Standards 10 & 15, SMART-Outcomes/Program Evaluation)

Community Driven Care

- Develop formal and informal relationships with community members, community organizations, and other partners to maximize accountability in the delivery of effective culturally, ethnically, linguistically, sexual orientation and gender affirming appropriate care and monitor the outcomes of these partnerships. (CLAS-Standard 13, SMART-Community Engagement/Co-Production)
 - Ensure diverse representation of clients on advisory/governance bodies/committees (a recommended minimum of 50%) to develop service delivery and evaluation. Diverse representation may include:
 - Individuals with lived mental health/behavioral health experience
 - Family members of a client
 - Transition Age Youth (TAY)
 - Parent/caregivers of youth with serious emotional disturbance
 - Representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals
- Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to culturally responsive and community defined service delivery planning, implementation, monitoring, and evaluation. Create and utilize culturally and

linguistically appropriate conflict grievance resolution processes. (CLAS-Standard 14, SMART-Community Engagement/Co-Production)

Workforce Development

- Establish workforce recruitment/hiring strategies that ensure adequate levels of peer specialists (persons with lived experience), community (navigators, community health workers), administrative, support, and professional staff, reflective of the diversity of the populations served. Emphasize professional development opportunities (e.g., mentorship); creating a “safe space” to identify and discuss topics of racism, its effects, and ways to improve safety and equity; self-care strategies to address stress and micro-aggressions; and other retention efforts (e.g., examining current promotion practices). Develop corrective measures to address severe shortages impacting ability to serve county populations. This may include creating formal processes to address incidents of racial disparities or discrimination in the workplace (WIC 4341; CLAS-Standard 3; SMART-Workplace Culture; SMART-Hiring, Recruitment, Retention, and Promotion).
- Provide ongoing cultural competence and quality improvement training to peer (persons with lived experience), community (navigators, community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) to effectively address the needs of cultural, racial, ethnic (including linguistic capability), sexual orientation or gender diverse populations. This may include engaging in trauma-informed conversations about experiences of racism and microaggressions as well as identifying ways to address these issues. (CCR Title 9 Section 1810.410, CLAS-Standards 4 and 7, SMART-Workplace Culture)

Provision of Culturally and Linguistically Appropriate Services

- Ensure access to culturally/linguistically appropriate as well as sexual orientation and gender affirming services (treatment interventions, engagement strategies, outreach services, assessment approaches, community defined practices). Offer language assistance at no cost to them, for all diverse unserved, underserved, and inappropriately served populations by making them available, accessible, acceptable, accommodating, and sensitive to historical, cultural (including healing practices and ceremonies), spiritual and/or religious experiences and values of diverse populations, inclusive of gender roles, sexual orientation, generational differences, etc. (CLAS-Standards 1 and 5, SMART-Clinical Care)
- Make available behavioral health services that are responsive to the numerous stressors and social determinants of health experienced by cultural, racial, ethnic, sexual orientation or gender diverse populations which have a negative impact on the emotional and psychological state of individuals and make every attempt to provide greater access to services to address potential barriers or disparities impacting access to care and/or engagement (e.g. providing services during evenings/weekend hours and/or in less stigmatizing settings such as in primary care locations, at faith-based organizations, at community organizations, etc.) (CLAS-Standard 12, SMART-Clinical Care)

CONTRACTOR hereby agrees to comply with the principles and guidelines set forth as outlined above, and shall:

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment by:

- Supporting evidence-based, community-defined, promising, and emerging practices that are affirming of one’s sexual orientation/gender identity/gender expression and congruent with ethnic/racial/linguistic/cultural group belief systems, cultural values, traditional healing practices, and help-seeking behaviors.
 - Supporting the County’s goal to reduce disparities to care and promote behavioral health equity by increasing access, decreasing barriers, and improving services for unserved, underserved, and inappropriately served communities.
 - Providing an emotional environment that ensures people of all cultures, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for. This shall include:
 - Respect for individual preferences for cultural healing practices including spiritual and/or holistic approaches to health
 - Reception staff that are proficient in the different languages spoken by clients
 - Bilingual and/or bicultural clinical staff that are knowledgeable of cultural and ethnic differences, needs, culturally accepted social interactions and healthy behaviors within the client’s family constellation or other natural support system, and who are able and willing to respond to clients and their natural support system in an appropriate and respectful manner.
 - Staff identifying their own pronouns and asking about the client’s pronouns
2. Create/implement a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, outcomes, evaluation, policies, procedures, and designated staff responsible for implementation.
 - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Ensure progress in the delivery of culturally competent services through the biennial completion and analysis of a system-wide Agency Self-Assessment of Cultural Competence.
 3. Develop and implement a strategy to recruit, retain and promote qualified, diverse culturally and linguistically competent administrative, clinical, and support staff, reflective of the community, that are trained and qualified to address the needs of the racial and ethnic communities being served.
 - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural, and linguistic makeup of the county until the makeup of direct services staff is proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty population.
 4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery. In addition to ensuring that staff members participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all employees.
 - As stated in the Sacramento County BHS PP-BHS-CCES-02-01_Implementation of Cultural Competence: All BHS-funded program staff who provide direct behavioral health services and their supervisors/managers/administrators must complete a minimum of six (6) hours annually of BHS-approved cultural competence/behavioral health equity training(s) as part of their contract agreement with the County.
 5. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no cost interpreter services and

offer all clients who speak a primary language other than English access to a bilingual staff or interpreter.

6. Translate signage and commonly-used written educational/informing materials into the predominant language(s) spoken by the communities located within the service area and make these readily available to clients/families.
7. Create a physical environment and “safe space” that ensures individuals of all cultures, races/ethnicities, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for in the setting. This shall include:
 - Decorating the waiting and treatment areas with artwork/images that are gender affirming and reflect the diverse cultures of Sacramento County
 - Providing reading materials, resources, and magazines in multiple languages that are at appropriate reading levels and are suitable for different age groups, including children and youth
 - Considering cultural differences and preferences when offering refreshments
 - Ensuring that any pictures, symbols, or materials on display are not unintentionally disrespectful to another culture
 - Including gender affirming restroom space and signage
 - Using gender affirming language in forms and documents
 - Asking about and using client’s pronouns
8. Ensure that interpreters and bilingual staff demonstrate bilingual proficiency; receive training which includes the skills and ethics of interpreting; and possess knowledge of the terms and concepts relevant to clinical or non-clinical encounters in both languages.
 - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity/sexual orientation/gender identity and pronouns are included in the provider's management information system as well as within any client records used by provider staff.
10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved, and inappropriately served communities at every step of program planning, implementation, outcome measurement, and evaluation processes.
11. Collaborate with cultural, racial, ethnic, sexual orientation, or gender diverse communities and emerging refugee communities to learn more about how these communities define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.

Dissemination of these Provisions: CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Sacramento City Unified School District
Contractor (Organization Name)

Signature of Authorized Representative

Janea Marking
Name of Authorized Representative (Printed)

Date

Chief Business and Operations Officer
Title of Authorized Representative

**SACRAMENTO COUNTY MENTAL HEALTH PLAN
MEDI-CAL PROVIDER DISCLOSURE STATEMENT OF SIGNIFICANT BENEFICIAL INTERESTS**

Entity Name	_____		
Entity Address	_____		
Taxpayer ID	Telephone Number	(916)	
1. Do you or anyone else own 5% or more of this Contractor/ Entity? (Sole Proprietors answer yes) Yes <input type="checkbox"/> No <input type="checkbox"/>			
2. If so, is dependent health insurance available to/or through Contractor/Company? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If YES to question #1, please complete the following as to each of these individuals:			

Name of Provider in Which Interest is Held	Type of Provider	Address	Name of Relative(s) Who Holds The Interest	Relation	Type of Interest	Percentage and/or Dollar Amount of the Interest

I hereby certify under penalty of perjury that all the above statements are true and correct to the best of my knowledge.

Signature _____

Date _____

INSTRUCTIONS

Pursuant to 42 C.F.R. Section 455.104 and Section 14022 of the Welfare and Institutions Code provides that no payment shall be made to a Medi-Cal provider or to any facility or organization in which he or his immediate family has a “significant beneficial interest” unless the provider has a statement on file disclosing his or the interest his immediate family has in other Medi-Cal providers to which they refer beneficiaries. The applicable section under Medi-Cal program regulations is Section 51466, Article 6, Chapter 3, subdivision 1 of Division 3 of Title 22 of the California Administrative Code. This regulation is shown below.

1. Every provider must complete this form.
2. Disclosure must be made for each member of the provider’s immediate family - spouse, parents, spouse’s parents, children, and spouses of children.
3. “Significant beneficial interest” means any financial interest that represents either five percent of the total interest or a value of \$25,000 irrespective of the percentage ownership. How different types of interests are to be valued can be determined by referring to Section 51466.
4. If a provider has no “significant beneficial interest” in other providers, to which Medi-Cal recipients are referred, place “no interests” on the first line and sign the statement.

51466. Disclosure of Significant Beneficial Interest.

- A. A provider shall not bill or submit a claim for service involving the referral of a beneficiary to or from another provider unless each provider has disclosed any significant beneficial interest existing between the providers. Disclosures shall be accomplished by completing and submitting a Medi-Cal Personal Disclosure Statement of Significant Beneficial Interest form as provided by the Department.
- B. A provider that fails to comply with (a) or that submits a false or incorrect disclosure shall be subject to a suspension from participation or payment under the Medi-Cal program.
- C. For the purpose of this section:

- (1) "Significant beneficial interest" means any financial interest held by a provider, or a member of the provider's immediate family, in another provider that is equal to or greater than the lesser of the following:
 - (a) Five percent of the whole.
 - (b) \$25,000.00
- (2) "Immediate family" means spouse, son, daughter, father, mother, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- (3) Interests held by a provider and members of that provider's immediate family shall be combined and valued as a single interest.
- (4) The extent of financial interest shall be determined as follows:
 - (a) Full ownership shall be considered as 100 percent financial interest and control regardless of mortgages or other encumbrances.
 - (b) Interest in a partnership shall be determined on the basis of the percentage of ownership specified in either a written or verbal partnership agreement.
 - (c) Interest in a corporation shall be determined by computing the percentage of stock or bonds owned or the total outstanding shares or bonds of the corporation as of the last working day of the month preceding compliance with (a).
 - (d) All other financial arrangements shall require establishment of a fair and reasonable dollar value for both the interest and the whole. The percentage interest shall be computed as the percentage the dollar value of the interest represents of the whole.
- (5) The dollar value of the following types of interests shall be determined as follows:
 - (a) Bonds, over-the-counter stocks and stocks listed on the major stock exchanges shall be valued at the closing selling price on the last working day of the month preceding compliance with (a).
 - (b) Stocks in a closely held corporation shall be valued at the original purchase price, par value, or current market value, whichever is greater.
 - (c) Partnership interests shall be valued at the total dollar amount invested in organizing the partnership. A fair and reasonable dollar equivalent shall be determined if investment is not in form of monies.
 - (d) All other financial arrangements shall be valued at the actual dollar investment or a fair and reasonable dollar equivalent for investments not in the form of monies.

**County of Sacramento
Department of Health Services
Administration Division
Contracts Unit**

Electronic Signature Information for Contracts

The County of Sacramento uses the DocuSign software for electronic signatures.

Please fill out the attached Contractor Opt In/Out form to indicate your preference. Signing agreements using the electronic signature method is optional.

If you choose to sign your agreement electronically using DocuSign, here is some basic information:

- There is no cost to the contractor.
- DocuSign will send an email with a link to click to access the agreement, please see the sample email on the next page.
- The contractor does not need a DocuSign account to sign the agreement.
- DocuSign will automatically send an email with a link to the next person to review or to sign the agreement.
- DocuSign will send a copy of the fully executed agreement to the signer and to any other contractor staff who have reviewed via DocuSign.

Please contact your Contract Monitor if you find incorrect content in the agreement. Please do not sign or DocuSign the agreement if you do not agree with something in the agreement. Also, please do not 'Decline to Sign' in DocuSign. Contact your Contract Monitor, instead.

Please be advised that these DocuSign emails will be coming from Erica Sevigny, Janet Toro or Tamara Tripp.

If you have any questions, please feel free to email us at DHSContractsUnit@SacCounty.net or call Erica Sevigny at (916) 875-1983, Janet Toro at (916) 875-1988 or Tamara Tripp (916) 875-7243.

The next page shows an example of the email you will receive from DocuSign NA3 System.

From: DocuSign NA3 System <dse_NA3@docusign.net>
Sent: Wednesday, July 8, 2020 3:47 PM
To: Sawhill, Cindy <SawhillC@SacCounty.net>
Subject: Please DocuSign:*RUSH* Execute before 7/20/20 CDPH (7207500-21-376M)

EXTERNAL EMAIL: If unknown sender, do not click links/attachments.



Erica Sevigny sent you a document to review and sign.

[REVIEW DOCUMENTS](#)

Erica Sevigny
SevignyE@SacCounty.net

Please sign off on this MOU with the State, and contact Sara Sawyer with any questions.

Powered by **DocuSign**

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit [DocuSign.com](https://www.docuSign.com), click 'Access Documents', and enter the security code: 2003D1F5890F48B4BA91D6111F028A1C3

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.


Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

 [Download the DocuSign App](#)

This message was sent to you by Erica Sevigny who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Department of Health Services, Contractor DocuSign OPT IN/OUT Form

Please select an option below in regard to signing electronically via DocuSign for

Agreement #: _____ Contractor Name: _____

I Do NOT wish to sign this Agreement with the Department of Health Services electronically via DocuSign. I prefer to have the Agreement mailed to me, sign the physical copies and return them via US mail.

I DO wish to sign this Agreement with the Department of Health Services electronically via DocuSign.

Fill in below with complete name and email address for the individual who has Authority to sign this Agreement. This field is **REQUIRED** in order for you to electronically sign. Then make a selection for who would like to receive a copy of the fully signed Agreement.

Name of Authorized Signer	Email Address

Once the Agreement is fully signed by both parties, a copy will automatically be sent to the signer and any reviewers designated below.

Name of Person Completing Form

Date

This field is OPTIONAL. Only fill out this field if you have individual(s) other than the signer, who also need to review the Agreement before it is signed:

These individual(s) will not be signing the Agreement, but will be asked to electronically initial their approval on this form. Please list them in the order you would like them to receive the Agreement for review, before the signer.

Order	Name of Additional Reviewer(s)	Email Address
1.		
2.		
3.		

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
The HAWK Institute

The Sacramento City Unified School District (“District” or “SCUSD”) and the The HAWK Institute (“THE CONTRACTOR”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 21, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage The HAWK Institute to develop, maintain and sustain programs that offer Expanded Learning services to Arthur A. Benjamin Health Professions High school and recreational activities supporting the Expanded Learning programs at the above-mentioned school during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

WHEREAS HAWK Institute plans to provide Bridge to The Future programming and mentoring to SCUSD students and families at Umoja International Academy; and

WHEREAS, the ultimate goal of these supplemental services are to (1) meet with at least 20 students to participate in the program for a total of 1.5 hours per session, 10 sessions per week for 36 weeks at Kit Carson International Academy; (2) learning the difference between a job versus a career; (3) conduct research on skills needed for 21st Century careers; (4) Identify a career pathway, clarify values and establish goals, learn how to be a professional in the workplace; (5) develop financial awareness, research and critical thinking; (6) learn the tools for digital marketing including creating a business plan, flyers and a website; (7) Creating a positive brand via social media; (8) and celebrate students who successfully complete the program by recognizing them at the end of the spring 2024 session in a formal, culturally-driven Rites of Passage ceremony; and

All THE CONTRACTOR employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. THE CONTRACTOR shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay THE CONTRACTOR for direct services not to exceed **\$170,320.00**, to be made in installments upon receipt of properly submitted invoices.

i. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.

ii. Non-submission of the accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.

iv. Within one month of commencement of services outlined in this agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.

V. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Arthur A. Benjamin Health Professions	\$100,000.00	21 st Century ASSETs	70
Umoja International Academy	\$37,800.00	21 st Century ASSETs	20 students per session (1.5 hours). Two sessions per day for 108 days
American Legion	\$30,000.00	21 st Century ASSETs	20 students per session (2.0 hours) Two sessions per week for 28 weeks (56 days)
Total	\$167,800.00		

Arthur A. Benjamin Health Professions must have a full time program manager and 3 instructional aides (IAs) to support 20 to 1 students to staff ratio. All IAs should be at the site for a minimum of five hours.

Training Amount = 18 hours x 7 employees x \$20 = **\$2,520.00** included in the total of ASSETs funding.

Funding Distribution:

21st Century ASSETs = **\$170,320**

The final installment shall not be invoiced by THE CONTRACTOR or due until completion of all obligations pursuant to this Agreement.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

Sexual Abuse and Molestation Insurance

- a. Sexual Abuse and Molestation Insurance is required with limits not less than three million dollars (**\$3,000,000**) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. THE CONTRACTOR agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify THE CONTRACTOR of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, THE 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.

THE CONTRACTOR further agrees and certifies that any employee providing services directly to any student(s) of SCUSD 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

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* THE 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.

G. Period of Agreement. The term of this Agreement shall be from August 21, 2023 through June 14, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. Either Party may terminate this contract without cause upon giving the other Party thirty (30) days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner. A Termination for Cause shall include: (a) material violation of this Agreement by THE CONTRACTOR; (b) any act by THE CONTRACTOR exposing the District to liability to others for personal injury or property damage; or (c) THE CONTRACTOR is adjudged as bankrupt; THE CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the 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.

H. 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, THE 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 THE CONTRACTOR and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. THE 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.

I. Use of Facilities. Neither THE 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. THE 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, THE CONTRACTOR shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to THE CONTRACTOR prior to the execution of this Agreement. THE 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. THE 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. THE 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.

J. 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. THE CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between THE CONTRACTOR and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between THE 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.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. 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 _____
Janea Marking, Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: **THE HAWK INSTITUTE**

By: Eric Gravenberg _____ Date January 17, 2024
Authorized Signature

Print Name: Dr. Eric Gravenberg

Title: President/CEO

Agency's Public Phone Number: 916-217-8071

Email Address: egravenberg@yahoo.com

Sacramento City Unified School District and The HAWK Institute:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, THE CONTRACTOR site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

The HAWK Institute shall:

1. Provide Expanded Learning services at Health Professions according to 21st Century grant guidelines.
2. Provide mentoring services to identified students at Umoja International Academy. The Contractor will work with the site administration to identify the needs of the participating students.
3. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
4. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. THE CONTRACTOR will share the program plan with all stakeholders including school site administrators.
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.

6. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
7. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30, 2024 period.
8. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
9. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
10. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
11. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
12. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
13. Develop special activities and field trips for the sites individually and collectively.
14. Attend and provide monthly reports at designed meetings, monthly THE CONTRACTOR meetings, monthly THE CONTRACTOR Program Managers meetings, as well as other planning meetings as necessary.
15. Work collaboratively with the other outside THE CONTRACTOR contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
16. Communicate progress of project/partnership development on a timely and consistent manner to the District.
17. Communicate new partnership opportunities with the District.
18. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
19. Provide at least one full time Program Manager at Health Professions High that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week.
20. Provide sufficient staffing to maintain a 20:1 student/staff ratio, THE CONTRACTOR will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. Act as liaison with parents in supporting family engagement.
24. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
25. The HAWK Academy will attend all the mandatory agency directors and supplemental provider meetings.

26. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
27. Other areas as agreed upon by the Parties.

Sacramento City Unified School District and The HAWK Institute
Program Expectations
Attachment B

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming THE CONTRACTOR regarding District expectations.

1. THE CONTRACTOR and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. THE CONTRACTOR and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. THE CONTRACTOR will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pick up purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and district or agency’s email should be used to communicate program related information to families and students.

4. Area representatives, THE CONTRACTOR and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*
 - f. Clean and organized paperwork (e.g. sign-in sheets, registration forms and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with the school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, THE CONTRACTOR/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices

12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.



Quotation

Created on	Quote #
12/6/2023	QUO-39

113 Corporate Drive
Radford VA 24141
United States

Bill to:

Sacramento City Unified School District
5735 47th Avenue
Sacramento CA 95824
United States

Ship to:

Sacramento City Unified School District
2401 Florin Road
Sacramento CA 95822
United States

Created by	Email	Expires on	FOB	Freight Terms	Payment Terms
Crystal Musick	cmusick@oransi.com	1/5/2024	Destination	Prepay	Net 30

Item	Quantity	Rate	Amount
RFMD MOD Replacement Filter	3,000	\$59.99	\$179,970.00
Bulk Discount		-5%	\$-8,998.50

Comments:

Lead-Time- 2-3 Days ARO

- Prices above do not include taxes. If Tax Exempt please provide a copy of the certificate.
- Taxes, Shipping and Handling if applicable will be added to the invoice. .

Signature: _____ Date: _____

Printed Name: _____

Terms and Conditions: <https://oransi.com/pages/global-procurement-terms>

Product Warranty: <https://oransi.com/blogs/blog/warranty>

	Subtotal	\$170,971.50
	Tax Total (8.75%)	\$15,747.38
	Shipping Total	\$0.00
	Total	\$186,718.88



**MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2023-2024**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Sacramento City Unified School District, hereinafter referred to as the local educational agency (“LEA”) and New Directions Solutions LLC dba Procure Therapy (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as “NPS/A” or “CONTRACTOR,” for the purpose of providing special education and/or related services to LEA 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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). Sacramento City Unified School District is the only LEA in Sacramento City Unified School District SELPA (hereinafter referred to as “SELPA”). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA 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 Service 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 the development of the ISA and invoices.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed 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 and/or NPS/A services is appropriate, and the IEP is signed by the 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 placements and 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 Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California 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. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board 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 the State of California, 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 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 Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA 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 Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract 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 Procedures (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 CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to

be re-negotiated prior to June 30, 2024. 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 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 Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of 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 Contract in effect. In the event that this 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/services provided under this 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 Contract, a 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 Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and

California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify 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 an LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

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 the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting (“IAES”) is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency (“NPS/A”) certified by the California Department of Education (“CDE”), 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 LEA is a member is an authorized LEA representative in collaboration with LEA. 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 California 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California 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. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California 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(I).
- 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 foster parent if the authority of the biological or adoptive parents to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iv. 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,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §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 an LEA 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 this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this 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 Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil 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; chart notes, Medi-Cal logs, 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, 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 CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; 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; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements 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 (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA 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 LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. 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 Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

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 LEA is located.

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

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide 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, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, 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 LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination.

Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's 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 Contract 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
 \$4,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

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. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

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.

- C. Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

- F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.

- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
 - 4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.
- G. 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 of at least:
- \$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.
- The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/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 NPS/RTC does not operate a student bus service. If the NPS/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 NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/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 \$5,000,000 per occurrence.

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 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 CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of 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 Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding 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 LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between 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 LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless 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 LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. 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).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by 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 insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A 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 Contract. No subcontract shall be considered final without LEA approval.

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.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA 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 LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA 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, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California 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 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 LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract by LEA.

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, medical condition, military or veteran status, 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)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student 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 an LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, 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, as specified in the LEA 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 an LEA student’s enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student’s IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the 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 an LEA student’s Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student’s Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA 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 FAPE shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA 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 LEA student's IEP and ISA. LEA 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 LEA; (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 appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by 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 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 certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. 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 or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent 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 Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORS 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. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless 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 LEA 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 passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA 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 LEA 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 CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and 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.

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 LEA 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 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 LEA) for each LEA 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 LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's 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 student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, 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 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 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 CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, 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, Juneteenth, and Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by 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 LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to 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 LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. 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 LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

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

Using forms developed by the CDE 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 sections 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. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing (see Exhibit C), attendance reports (see Exhibit D) and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA 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 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 Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, 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 LEA-mandated meetings when legal mandates and/or LEA 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, 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. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

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 its implementing regulations. If the 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 ("BERs"). CONTRACTOR shall inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. 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. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA 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 a LEA student 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. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER 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. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER 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 BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

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 Parent 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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students 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; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California 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. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; 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 LEA 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 after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA 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 LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an 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, 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 LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA 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 Contract.

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

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA 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)(4) 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 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of 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 includes CONTRACTOR's staff being made 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/ISA.

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 LEA 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 (within 24 hours) 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. LEA 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, with a concurrent copy sent to LEA, 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 CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s Parent quarterly.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including but not limited to log sheets, chart notes, 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. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA 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 LEA student at least ten (10) days prior to the student’s IEP team meeting for the purpose of reporting the LEA student’s present levels of performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least 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.

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 LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA’s sole discretion.

It is understood that all billable hours must be in direct services to LEA students 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 a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited 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 student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters when applicable. 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 CONTRACTOR and LEA at least thirty (30) days in advance. When requested, 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 LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's 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. CONTACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to Parents, both verbal and written.

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 and any other applicable laws and/or regulations, including LEA guidelines and 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 LEA 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 LEA 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 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the NPS on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student 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 student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. 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.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA 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). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

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) Superintendent shall conduct an onsite review in year two; and (3) 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 Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. 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

These are SCUSDs requirements.

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain 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"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, 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. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, 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 LEA 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. 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(r), 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. (Cal. Code Regs., tit. 5, § 3064(a).)

In accordance with California Education Code section 56366.1(a)(5), 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 §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 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 Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA 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 thirty (30) 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 thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 LEA 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, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

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 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, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA 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 121545(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 LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, 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.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

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. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also 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 Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a LEA student who 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 storing medications in a secure location and ensuring 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 LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as 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. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4). 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 from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

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 of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* 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 by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

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

CONTRACTOR shall assure that the NPS/A 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 LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR

shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

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 a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; 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 and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A 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 sessions 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 of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to 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 invoices prepared and submitted as specified in California Education Code Section 56366.5. 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 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 Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by 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 LEA, then no

limit is set provided that 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 56366.5(a); (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 LEA 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 of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. 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 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 LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to 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 LEA student 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 LEA 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 or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. 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 LEA's Authorized 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: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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 LEA 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 LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) 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 Contract 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 a LEA student's IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

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

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 LEA 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 (NPA) 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 Contract 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 (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA 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 in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.
- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students

CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.

- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. 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 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 Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also 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 (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. 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 LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

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 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 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 LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA 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 set forth in paragraph 23, above, and 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.

When CONTRACTOR is a NPS associated with a RTC (“NPS/RTC”), Educationally Related Mental Health Services (“ERMHS”) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB (“ERMHS + Room and Board”). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

- (a) 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) CONTRACTOR and any of its shareholders, partners, or executive officers 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, any state or local government contract or subcontract; violation of federal or any 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, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR
New Directions Solutions, LLC dba ProCare Therapy

Lindsay Hinnant

Lindsay Hinnant
Division Director
October 03, 2023 17:12 UTC
IP: 12.34.60.210

LEA
Sacramento City Unified School District

DocuSigned by:

Jesse M. Castillo

10/09/2023

By:

62FA4B50BB04454

Jesse Castillo Date
Assistant Superintendent of Business Services

Notices to CONTRACTOR shall be addressed to:

Lindsay Hinnant, Division Director
New Directions Solutions LLC
344 E. H Street, Suite 1402-3
Chula Vista CA 91910

P: (770) 776-2114 F: ()
Email: Lindsay.hinnant@procuretherapy.com

Notices to LEA shall be addressed to:

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

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

EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: New Directions Solutions LLC dba Procure Therapy

CDS NUMBER:

Maximum Contract Amount: See Purchase Order

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:

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: \$
- 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>
Mental Health		
Residential Room & Board		
Transportation		
Intensive Individual Services (340)		
Language and Speech (415)		
Speech Lang Pathologist	\$132-142	Per Hour
Speech Lang Pathologist Assistant	\$100	Per Hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Registered Nurse	\$95-105	Per Hour
Licensed Vocational Nurse	\$85	Per Hour
Certified Nursing Assistant	\$75	Per Hour
Assistive Technology Services (445)		
Occupational Therapy (450)		
Occupational Therapist	\$125-130	Per Hour
Certified OT Assistant	\$100	Per Hour
Physical Therapy (460)		
Physical Therapist	\$132-142	Per Hour
Physical Therapist Assistant	\$90	Per Hour
Individual Counseling (510)		
Counseling and Guidance (515)		
School Counselor	\$115-125	Per Hour
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
School Psychologist	\$132-142	Per Hour
Behavior Intervention Services (535)		
BCBA	\$132-142	Per Hour
Registered Behavior Technician	\$90	Per Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Teacher	\$95-105	Per Hour

New Directions Solutions LLC dba Procure Therapy

Sign Language Interpreter	\$95-100	Per Hour
Interpreter Services (715)		
Audiological Services (720)	\$150-155	Per Hour
Specialized Vision Services (725)		
Teacher	\$95-105	Per Hour
Orientation and Mobility (730)	\$90-100	Per Hour
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)		
Special Education Teacher (Permanent Place)	\$22,500	Only
Paraprofessionals	\$75	Per Hour
School Social Worker	\$115-125	Per Hour
General Education Teacher	\$22,500	Only

EXHIBIT B: 2023-2024 ISA

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

This agreement is effective on July 1, 2023 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, 2024, 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)							

EXHIBIT C: INVOICE COVERSHEET



INVOICE COVER SHEET

BILL TO:

Sacramento City Unified School District
 5735 47th Avenue, Sacramento, CA 95824

SEND INVOICE TO: SPED-Invoices@scusd.edu

Invoice #:

**Invoice
 Date:
 PO #:**

Month of Service:

REMIT TO:

**NPS:
 ADDRESS:
 CITY / ST / ZIP:**

**CONTACT NAME:
 EMAIL:
 PHONE / FAX:**

DESCRIPTION	RATE	QUANTITY	AMOUNT
BALANCE DUE			\$ -

Administrator's Signature:	DATE:
-----------------------------------	--------------

EXHIBIT C: NPA INVOICE



Invoice #:
Invoice Date:
PO #:
Month of Service:

BILL TO: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824
SEND INVOICE TO: SPED-Invoices@scusd.edu

REMIT TO	Contact Name:
NPA:	Email:
Address:	Phone/Fax:
City/ST/Zip:	

SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Physical Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				PT		
				PTA		
SUBTOTAL						\$ -
TOTAL						\$ -

NPA Administrator's Signature:

DATE: _____

**Authorized NPA Signature- The signature of a nonpublic agency official certifies under penalty of perjury that the above and attached information is true and correct.*

EXHIBIT C: NPS INVOICE



Invoice #
Invoice Date
PO #
Month of Service

BILL TO: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

SEND INVOICE TO: SPED-Invoices@scusd.edu

REMIT TO	Contact Name:
NPs:	Email:
Address:	Phone/Fax:
City/ST/Zip:	

ATTENDANCE:

STUDENT NAME	NPS SITE CASE MANAGER	# DAYS	COST
SUBTOTAL			\$ -

TRANSPORTATION:

STUDENT NAME	# DAYS	COST
SUBTOTAL		\$ -

RELATED SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

RELATED SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -
TOTAL						\$ -

NPS Administrator's Signature: _____ **DATE:** _____

**Authorized NPS Signature- The signature of a nonpublic school official certifies under penalty of perjury that the above and attached information is true and correct. Attachments include: Daily Attendance Records, Related Service Records, and Absence Notes.*

EXHIBIT D: ATTENDANCE REGISTER (NPS ONLY)



Sacramento City Unified School District

5735 47th Ave Sacramento, CA 95824
(916) 643-9174

Non-Public Location:

SCUSD P.O. Number

Attendance Month: _____ to _____

Total Number of Enrolled Students

Attendance Key:

P- Present	B- Behavior Related Absence
A- Absent	H- Holiday/ No School

** Please only use values listed above when reporting attendance **

Please Submit To
SPED-Invoices@scusd.edu

		Date:																									Total Student Attendance Days
List Students Alphabetically		M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
DOB	Last Name, First Name																										
1																											
2																											
3																											

NPS Administrator's Certification:

To the best of my knowledge and belief, this State School register page has been kept as required by law and in accordance with the instruction of the Superintendent of Public Instruction.

Administrator Name _____ Administrator Signature _____ Date: _____

Please submit your attendance reports no later than the 7th day of the following month. For example, July attendance reports should be submitted by August 7th or the last business day prior.



PREPARED FOR

Chris Ralston

Sacramento City Unified School District

R24.033100

chris-ralston@scusd.edu

12/21/2023

Miwok Middle School Sand and
Refinish

Project Number 1-2-24232

CMAS 4-20-78-0089C

Contact

Ed Perez

1800 E. McFadden Ave.
Santa Ana, CA

916-870-8507

Ed.Perez@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-2-24232
To: Sacramento City Unified School District
5735 47th Ave
Sacramento
California
95824

Date: December 21, 2023
Terms: Net 30
CMAS 4-20-78-0089C

c/o: Sacramento City Unified School District
RA: Ed Perez
RA Phone: 916-870-8507
RA Email: Ed.Perez@theKYAgroup.com
Site: Sutter Middle (Sacramento City Unified)
Address: 3150 I St.,
95816

Site Qualifications and General Scope of Work

DIR # 1000003379

[Empty rectangular box for site qualifications and general scope of work]

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____



SCOPE OF WORK - PRICING

	Quantity	U/M	Price	Value
Miwok Middle School Sand and Refinish				
<u>(line 1572) FLRFIN FLOOR FINISH- Advantage Defense finish for sealing wood gym floors on new or exsiting systems</u>	35.00	EA	\$576.91	\$20,191.85
<u>(line 1573) FLRSEAL FLOOR SEALER- Advantage Sport Sealer for sealing wood gym floors on new or exsiting systems</u>	35.00	EA	\$325.02	\$11,375.70
<u>(line 1740) NUGOR GORILLA PAD- Specialty floor polish pad for finishing installation of Cast-in-Place tyle with terrazo-style visual</u>	60.00	EA	\$124.52	\$7,471.20
<u>(line 2059) UPGRADE UPGRADE WITH DESIGN WORK- Custom Design Service</u>	11,000.00	SF	\$3.46	\$38,060.00
<u>(line 229) 7780 WATER-BORNE EPOXY PRIMER-Water-Based Epoxy primer with fast-drying properties, designed to adhere to multiple surfaces</u>	20.00	EA	\$55.30	\$1,106.00
<u>(line 1782) PNTGLS COMMERCIAL GRADE PAINT- GLOSS OPTION- Heavy Duty Paint Coating for covering existing primer in interior or exterior applications in Gloss Finish</u>	5,000.00	SF	\$0.76	\$3,800.00
<u>Surface Preparation for Finish</u>	11,000.00	SF	\$1.32	\$14,520.00
<u>Application of Sealer</u>	11,000.00	SF	\$1.54	\$16,940.00
<u>Bonding</u>	1.00	EA	\$1,458.54	\$1,458.54
			Total Price	\$114,923.29

WDD

Initials _____



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty: Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement, No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services LLC

Accepted by:

Signature: _____

Signature: *Ed Perez*

By: (Print) _____

By: (Print) Ed Perez

Title: _____

Title: Regional Advisor

Date: _____

Date: December 21, 2023

Initials _____

**AMENDMENT NO. 5 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
BALFOUR BEATTY / CLARK & SULLIVAN JOINT VENTURE**

This Amendment No. 5 to the Facilities Lease (“[Fifth] Amendment”) is made and entered into this 15th day of February 2024 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and Balfour Beatty / Clark & Sullivan Joint Venture (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated December 15, 2022, pertaining to the Cesar Chavez / Edward Kemble New Construction and Modernization Project (“Project”) at Cesar E. Chavez Elementary School and Edward Kemble Elementary School, located at 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822, respectively (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. Fifth Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

[CONTINUES ON NEXT PAGE]

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Fifth Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Fifth Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 5 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2024

Dated: _____, 2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BALFOUR BEATTY – CLARK/SULLIVAN A JOINT VENTURE

By: _____

By: _____

Name: Janea Marking

Name: Brian H. Cahill

Title: CBO

Title: President, California Division (JV Managing Party)

Attachment 1

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 This section intentionally blank.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
Demo of Unforeseen Site Utilities	\$42,000
Dryrot Repairs at Relocated Portables	\$26,000
Misc. Removal of Unmoved Items from Portables	\$8,800
Uzin Floor Skimming and Floating (2,856 SF of total 22,855 SF)	\$8,257
Manual Watering Irrigation Demo Areas	\$15,000
Process Wet Soils After Rain Event	\$15,000
Building Weather Protection	\$10,000
Clean, Prime, and Paint Gas Piping	\$7,200
Provide and Install Knox Boxes	\$4,877
Total Allowance Amount	\$137,134

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Two and eighty-nine hundredths percent (2.89%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One and

eight tenths percent (1.80%) of the Cost of the Work for insurance and 80/100 percent (0.80%) of the Cost of the Work for payment and performance bonds.

2.1.9 Owner Contingency and Developer Contingency

2.1.9.1 The Guaranteed Maximum Price includes Owner and Developer Contingencies of three percent (3%) for the Owner Contingency and three percent (3%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps and other reasonably agreed upon usages. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

2.1.9.2 Developer Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingencies shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the

payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The

covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

ATTACHMENT 1

GENERAL CONDITIONS COSTS

\$104,681 (Monthly)

Allowable general conditions cost as shown per below table

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety & E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards	X			
19	Watchman Service	X			
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs	X			
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

Pre-Construction Fees:	\$ 74,810
Amendment 1 Increment 01 Early Procurement of Long Lead Items:	\$ 76,836
Amendment 2 Increment 01 Early Procurement of Long Lead Items:	\$ 535,166
Amendment 3 Increment 01 Construction	\$ 11,246,889
Amendment 4 Increment 01 CCD 02 Construction	\$ (1,588,157)
Amendment 5 Increment 02 Early Procurement of Long Lead Items:	\$ 2,370,300
Total Adjusted GMP (Pre-Construction Fees + Amendments 1-5):	\$ 12,715,844

See the following page for supporting documents.

Cesar Chavez / Edward Kemble INC 02 Early Procurement

Prepared By: Balfour Beatty / Clark Sullivan, A Joint Venture

Project Location: 3022 Torrance Avenue, Sacramento, CA 95822, United States of America

Balfour Beatty +



BUILDING SYNERGY

EARLY PROCUREMENT

Number	Name	Companies	Viewed	Bidding	Bids	Early Procurement Company	Forecasted Total	Early Procurement Amount
05.12	Structural Steel	25	19	5	5	Davison Iron Works, Inc.	\$4,575,450	\$1,810,000
26.05	Electrical, Low Voltage, Electronic Safety & Security	34	26	8	8	Redwood Electric Group	\$7,811,933	\$452,255
Total		59	45	13	13		\$12,387,383	\$2,262,255

INDIRECT COSTS

Number	Description	Amount
Bonds & Insurance		\$42,665
	Builders Risk Premium @ .70%	\$16,592
	GL Insurance @1.10%	\$26,073
Fees		\$65,379
	GC Fee @ 2.89%	\$65,379
Total		\$108,045

INC 02 Early Procurement Total

\$2,370,300

Steel available today may not be there next week so it is critical that we secure as much as we can ASAP. That said, we strongly recommend an early release on ALL steel material in addition to the BIM/detailing. The following is a short summary of what we propose for early procurement costs. We must also be clear on the importance of early payment for material purchases. We cannot wait to join the regular project billing cycle months from now. The owner must be ready to pay for stored materials 30 days after we invoice for these initial purchases.

Material	Weight	Cost w/tax and OH
BIM/Detailing	n/a	\$130,000
All steel	1,456,000	\$1,680,000

Total #	1,456,000	(728 tons)
Total \$	<u>\$1,810,000</u>	Procurement total

Note: This total is inclusive of all taxes and insurance.

Sincerely,

Davison Iron Works, Inc

Brian Morris

Hucik, Joe

From: Brian Morris <brian@davisoniron.com>
Sent: Friday, January 19, 2024 4:19 PM
To: Hucik, Joe
Cc: Machado, Bill; Gasaway, Cornell; Koch, John; Sly, Jim; Grant Peszynski
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works
Attachments: Kemble - Early Steel Procurement.pdf

Joe,
Per our discussion, our formal request for early steel procure is attached.

Thanks,

Brian Morris

Davison Iron Works, Inc.

E: brian@davisoniron.com / P: 916 381 2121

From: Hucik, Joe <JHucik@Balfourbeattyus.com>
Sent: Friday, January 19, 2024 2:48 PM
To: Brian Morris <brian@davisoniron.com>
Cc: Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>; Grant Peszynski <grant@davisoniron.com>
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

Thanks Brian – just left a voicemail, give me a call on my cell phone at 916-220-9391.

Thank you,

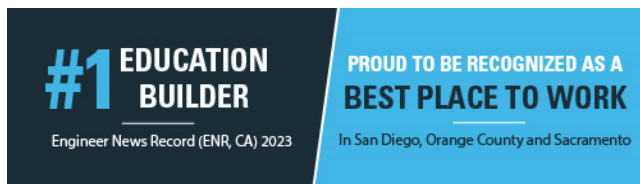
Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



Confidentiality Notice: The contents of this e-mail are confidential and are intended only for the use of the recipient(s) unless otherwise indicated. If you have received this e-mail in error, please notify the sender(s) immediately by telephone. Please destroy and delete the message from your computer. Any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of this e-mail is strictly prohibited unless expressly authorized by the sender(s). No person, without written confirmation of the contents of this e-mail, should rely on it. While this e-mail and the information it contains are supplied in good faith, no member of the Balfour Beatty plc group of companies shall be under any liability in respect of the contents of this e-mail or for any reliance the recipient may place on it. This e-mail is sent for information purposes only and shall not have the effect of creating a contract between the parties.

Warning: Although the company has taken reasonable precautions to ensure no viruses or other malware are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

From: Hucik, Joe <JHucik@Balfourbeattyus.com>
Sent: Tuesday, January 16, 2024 11:24 AM
To: Brian Morris <brian@davisoniron.com>; Grant Peszynski <grant@davisoniron.com>; John Hult <john@davisoniron.com>
Cc: Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

Brian – thank you for speaking with me this morning. Per our conversation, we will be on the lookout for your early procurement proposal of long lead steel members needed to maintain project schedule by Friday 10/19/24. Be sure to include related back up per our conversation noting member type/sizes/qty, as this backup will be required for District to approve on a Board Docket targeted for 2/15/24. Upon District/Board Approval, we are targeting issuance of a Subcontract Agreement for related early procurement on 2/16/24. The balance of this agreement would be amended via change order upon Board Approval of the INC 02 GMP targeted for 3/7/24 as referenced below.

Also per our conversation, the below forwarded Notice of Intent from 12/26/23 releases Davison on the following action items: “Value Engineering ideas, BIM Coordination, Shop Drawings/Submittals, schedule assistance, and pricing updates through the DSA Drawing approval schedule.” We anticipate the DSA Back Check set being released to our team the week of 1/29/24. Please advise if Davison recommends moving forward on detailing now, or awaiting until 1/29/24 for receipt of the Back Check Set.

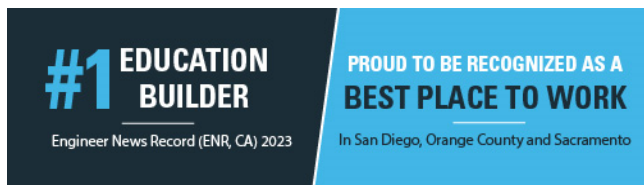
Below are the Structural changes from DSA to accompany the DSA Back Check Set:

Structural		
	2C.S-133A/B	Addition of minor WF/HSS blocking beams (HSS blocking beams at canopy area)
	2A.S-111,2M.S-111,2M.S-112	Included SureBoard shear wall panel as alternate
	2A.S-132	Revised dovetail deck over flex space to be 16ga to avoid trapezes at fire spring
	2M.S-111	

Thank you,

Joe Hucik, Assoc. DBIA
Senior Project Manager | Balfour Beatty
O: (916) 760-0805 | C: (916) 220-9391
E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



Confidentiality Notice: The contents of this e-mail are confidential and are intended only for the use of the recipient(s) unless otherwise indicated. If you have received this e-mail in error, please notify the sender(s) immediately by telephone. Please destroy and delete the message from your computer. Any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of this e-mail is strictly prohibited unless expressly authorized by the sender(s). No person, without written confirmation of the contents of this e-mail, should rely on it. While this e-mail and the information it contains are supplied in good faith, no member of the Balfour Beatty plc

group of companies shall be under any liability in respect of the contents of this e-mail or for any reliance the recipient may place on it. This e-mail is sent for information purposes only and shall not have the effect of creating a contract between the parties.

Warning: Although the company has taken reasonable precautions to ensure no viruses or other malware are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

From: Brian Morris <brian@davisoniron.com>
Sent: Tuesday, January 2, 2024 2:40 PM
To: Hucik, Joe <JHucik@Balfourbeattyus.com>; Grant Peszynski <grant@davisoniron.com>; John Hult <john@davisoniron.com>
Cc: tfoor@clarksullivan.com; Frandsen, Kyle <KFrandsen@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Mao, Claire <CMao@Balfourbeattyus.com>; Gadson, Mary <mgadson@balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>; Larry Cabodi <lcabodi@clarksullivan.com>
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

External Email

Joe,
Thanks for the notice. We look forward to working with you on this project.
We will send you our team list within a couple days but, for now, please forward any job-related information to Grant Peszynski and myself.

Regards,

Brian Morris

Davison Iron Works, Inc.

E: brian@davisoniron.com / P: 916 381 2121

From: Hucik, Joe <JHucik@Balfourbeattyus.com>
Sent: Tuesday, December 26, 2023 8:45 AM
To: Brian Morris <brian@davisoniron.com>; Grant Peszynski <grant@davisoniron.com>; John Hult <john@davisoniron.com>
Cc: tfoor@clarksullivan.com; Frandsen, Kyle <KFrandsen@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Mao, Claire <CMao@Balfourbeattyus.com>; Gadson, Mary <mgadson@balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>; Larry Cabodi <lcabodi@clarksullivan.com>
Subject: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

Davison Iron Works,

We are carrying your bid proposal in our initial Guaranteed Maximum Price (GMP) with the District for the Structural Steel Scope of work. We have met with the District to review our initial GMP and received approval to move forward with your firm for Value Engineering ideas, BIM Coordination, Shop Drawings/Submittals, schedule assistance, and pricing updates through the DSA Drawing approval schedule for the performance of this work upon District Board Approval of the final GMP targeted on March 7th 2024. We are currently anticipating the DSA Back Check Set to be made available towards the end of January 2024, for pricing to be finalized for the final GMP amount with the District.

Based on the District's direction, it's our intent to work with your firm through Value Engineering, Pricing Updates for the final board approved GMP, BIM coordination, Submittals/Shop Drawing approvals, and contract negotiations up until the anticipated March 7th Board Approval Date. Contingent upon Board approval, we'd then enter into a formal Subcontract Agreement for the approved amount for this scope of work.

We have received REVIT files for the Bid Set of Plans for initial background set up and anticipate updated REVIT files towards the end of January 2024 for the DSA Back Check Set. Please reply with your project team's contact information, including the BIM main point of contact at your earliest convenience.

Our project team is listed below and also copied on this email.

- John Koch – Asst. Project Manager
- Bill Machado – Sr. Superintendent
- Cornell Gasaway – Asst. Superintendent
- Claire Mao – Senior VDC/BIM Manager
- Mary Gadson – Sr. Project Accountant
- Joe Hucik – Preconstruction Manager

Thank you for your continued cooperation and looking forward to a successful project with Davison Iron Works.

Respectfully,

Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



Confidentiality Notice: The contents of this e-mail are confidential and are intended only for the use of the recipient(s) unless otherwise indicated. If you have received this e-mail in error, please notify the sender(s) immediately by telephone. Please destroy and delete the message from your computer. Any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of this e-mail is strictly prohibited unless expressly authorized by the sender(s). No person, without written confirmation of the contents of this e-mail, should rely on it. While this e-mail and the information it contains are supplied in good faith, no member of the Balfour Beatty plc group of companies shall be under any liability in respect of the contents of this e-mail or for any reliance the recipient may place on it. This e-mail is sent for information purposes only and shall not have the effect of creating a contract between the parties.

Warning: Although the company has taken reasonable precautions to ensure no viruses or other malware are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments.



January 23, 2024

Balfour Beatty / Clark Sullivan Joint Venture
Project Office
3022 Torrance Avenue
Sacramento, Ca. 95822

Attention: Joe Hucik
Project: Cesar Chavez / Edward Kemble New Construction and Modernization, Inc. #2
Reference: Gear Procurement

Dear Joe,

Redwood Electric Group (REG) is pleased to present this proposal to procure the long lead electrical gear package for the Project. Our intention is to provide a single source package to alleviate any maintenance concerns by the district. The proposal is based on the single line received on 1/17/24, the bid set drawings, and the current specifications for the Project.

As requested, REG contacted the representatives for the specified manufacturers. We determined the best option based on pricing and schedule is EATON. This proposal includes the cost of the Gear Procurement, Training, and the Power System Study.

The current lead time for the EATON gear to arrive on site is (60) working weeks. This lead time includes (6) weeks to complete shop drawings, (51) weeks to ship, and (1) week for transit time. We need to assume a (2) week lead time for the district consultants to review and approve the submittal. This places the gear on site (60) weeks after our vendor receives a Purchase Order from Redwood Electrical Group.

The noted costs include mark-up, tax, and freight.

EATON: \$ 498,060

As a courtesy to the district, REG contacted a non-specified manufacturer, IEM, and requested a comparable package with an improved lead time. IEM provided competitive pricing. The current lead time for the IEM gear to arrive on site is (39) working weeks. This lead time includes (6) weeks to complete shop drawings, (30) weeks to ship, and (1) week for transit time. We need to assume a (2) week lead time for the district consultants to review and approve the submittal. This places the gear on site (39) weeks after our vendor receives a Purchase Order from Redwood Electrical Group.

The noted costs include mark-up, tax, and freight.

IEM: \$ 452,255

REG in our proposal has indicated the current lead times, and assumed transit time to site. The durations do not include the review process associated with the district to confirm a decision. REG will begin the procurement process once it receives a clear directive from the district on the preferred path.



The noted costs are for the REG procurement of the electrical equipment only, including the gear, panels and transformers downstream of the MSB. The costs include the updated single line revision changing the 2500A MSB to a 3000A board. We have not included any added labor or special handling costs associated with the upcoming single line and mechanical power revisions. We also have not included any unknown costs that SMUD may generate when they review the updated single line for the Project.

Please review the noted costs with your team and the district. Feel free to reach out if you have any questions or concerns.

Best Regards,

Gary Herrera
Project Manager
C. 510-435-8561
gherrera@RedwoodEG.com

Hucik, Joe

From: Gary Herrera <gherrera@RedwoodEG.com>
Sent: Tuesday, January 23, 2024 7:48 PM
To: Hucik, Joe
Subject: Kemble-Chavez Gear Procurement
Attachments: Kemble-Chavez Gear Procurement.pdf

External Email

As requested...

Please note I contacted the electrical engineer with TEE. He mentioned he was open to the use of IEM on the project.

He needs to change the specifications to include IEM in the upcoming drawing / specification issuance.

Call me if you have any questions.

Gary Herrera
Project Manager
3017 Douglas Boulevard, Suite 120
Roseville, Ca. 95661
P. 916-774-0300
C. 510-435-8561
gherrera@RedwoodEG.com



Electrical Constructi

FEEDER SCHEDULE

FEEDER SCHEDULE GENERAL NOTES

1. COPPER FEEDER SIZES SHOWN IN THIS SCHEDULE ARE BASED ON CONDUCTORS WITH THHN/THWN-2 INSULATION IN EMT CONDUIT.
2. ALUMINUM FEEDER SIZES SHOWN IN THIS SCHEDULE ARE BASED ON CONDUCTORS WITH XHHW-2 INSULATION IN EMT CONDUIT.
3. FEEDER SIZES SHOWN IN THIS SCHEDULE ARE BASED ON AN AMBIENT TEMPERATURE OF 30 DEGREES C (86 DEGREES F).
4. FEEDERS CONSISTING OF MULTIPLE SETS OF CONDUCTORS AND CONDUITS ARE TO BE PROVIDED WITH THE INDICATED SIZE GROUND CONDUCTOR IN EACH CONDUIT.
5. PER CEC ARTICLE 110.14, ALL FEEDERS SIZED AT #2 AWG OR LESS ARE CALCULATED PER 60 DEGREE TABLE. FEEDERS GREATER THAN #2 AWG ARE RATED 75 DEGREE.

FEEDER SCHEDULE REMARKS

- A. OVERSIZED 150% NEUTRAL, SUITABLE FOR SERVICE FROM K-13 RATED TRANSFORMERS.
- B. FEEDER APPROVED FOR USE WITH SEPARATELY DERIVED SYSTEM. GROUNDING AS REQUIRED BY CEC ARTICLES 240 AND 250.
- C. FEEDER GROUND AND BONDING JUMPER SHALL HAVE AN AREA NOT LESS THAN 12.5% OF THE AREA OF THE LARGEST PHASE CONDUCTOR.
- D. INCREASE CONDUIT TO THE NEXT LARGER TRADE SIZE WHEN USING SCHEDULE 40 OR 80 PVC CONDUIT.
- E. PER CEC SECTION 240.4(B), FOR OVERCURRENT DEVICES RATED 800A OR LESS, THE NEXT HIGHER STANDARD OVERCURRENT DEVICE RATING (ABOVE THE AMPACITY OF THE CONDUCTORS) CAN BE USED. RULE CAN NOT BE APPLIED IF 100% RATED BREAKERS ARE USED.
- F. PER CEC 240.21(C), THE PROVISIONS OF 240.4(B) SHALL NOT BE PERMITTED FOR TRANSFORMER SECONDARY CONDUCTORS.

FEEDER TAG	FEEDER DESCRIPTION	CONDUIT	CONDUCTORS		SEPARATELY DERIVED SYSTEM		REMARKS
			PHASE/NEUTRAL	GROUND	GROUNDING ELECTRODE	BONDING JUMPER	
202	20 AMP, 2 WIRE	1-0.75"	2 #12 CU	1 #12 CU	-	-	-
303	30 AMP, 3 WIRE	1-0.75"	3 #10 CU	1 #10 CU	-	-	-
504	55 AMP, 4 WIRE	1-1.00"	4 #8 CU	1 #8 CU	-	-	-
603	55 AMP, 3 WIRE	1-1.00"	3 #8 CU	1 #8 CU	-	-	D,E
604	55 AMP, 4 WIRE	1-1.00"	4 #8 CU	1 #8 CU	-	-	D,E
803	85 AMP, 3 WIRE	1-1.00"	3 #3 CU	1 #8 CU	-	-	-
1003	95 AMP, 3 WIRE	1-1.25"	3 #2 CU	1 #8 CU	-	-	D,E
1004	95 AMP, 4 WIRE	1-1.50"	4 #2 CU	1 #8 CU	-	-	D,E
1253	130 AMP, 3 WIRE	1-1.25"	3 #1 CU	1 #6 CU	-	-	-
1504	150 AMP, 4 WIRE	1-2.00"	4 #1/0 CU	1 #6 CU	-	-	-
1753	175 AMP, 3 WIRE	1-1.50"	3 #2/0 CU	1 #6 CU	-	-	-
2003	200 AMP, 3 WIRE	1-2.00"	3 #3/0 CU	1 #6 CU	-	-	-
2004	200 AMP, 4 WIRE	1-2.00"	4 #3/0 CU	1 #6 CU	-	-	-
2254	230 AMP, 4 WIRE	1-2.50"	4 #4/0 CU	1 #4 CU	-	-	-
2504	255 AMP, 4 WIRE	1-2.50"	4 #250 KCMIL CU	1 #4 CU	-	-	-
3004	310 AMP, 4 WIRE	1-3.00"	4 #350 KCMIL CU	1 #4 CU	-	-	-
4004	380 AMP, 4 WIRE	1-3.00"	4 #500 KCMIL CU	1 #2 CU	-	-	D,E
T4004	400 AMP, 4 WIRE	2-2.00"	2 SETS OF 4 #3/0 CU	1 #1/0 CU/SET	#1/0 CU IN 0.75" C,	#1/0 CU	B,F
6004	620 AMP, 4 WIRE	2-3.00"	2 SETS OF 4 #350 KCMIL CU	1 #1 CU/SET	-	-	-
8003	760 AMP, 3 WIRE	2-3.00"	2 SETS OF 3 #500 KCMIL CU	1 #1/0 CU/SET	-	-	-
8004	760 AMP, 4 WIRE	2-3.00"	2 SETS OF 4 #500 KCMIL CU	1 #1/0 CU/SET	-	-	D
12003	1260 AMP, 3 WIRE	3-3.00"	3 SETS OF 3 #600 KCMIL CU	1 #3/0 CU/SET	-	-	D
30004	3040 AMP, 4 WIRE	8-3.00"	8 SETS OF 4 #500 KCMIL CU	1 #400 KCMIL CU/SET	-	-	D

NUMBERED SHEET NOTES

1. EXTEND EMPTY CONDUITS FOR SMUD PRIMARY FROM EXISTING UTILITY POLE. COORDINATE RISER REQUIREMENTS WITH SMUD.
2. PAD MOUNTED UTILITY TRANSFORMER. REFER TO SMUD COMMITMENT DRAWINGS AND SMUD ELECTRIC SERVICE REQUIREMENTS. ENGINEERING SPECIFICATION T007 DRAWING UVD 2.2, 2.2A.
3. INSTALL SECONDARY FEEDER PER SMUD ENGINEERING SPECIFICATION T007.
4. PROVIDE UTILITY METER SOCKET PER SMUD REQUIREMENTS.
5. PROVIDE DIGITAL POWER METER, SQUARE D POWERLOGIC ION7350 POWER AND ENERGY METER OR EQUAL, WITH INTEGRATED DISPLAY WITH OPTICAL PORT.
6. PROVIDE ELECTRONIC TRIP CIRCUIT BREAKERS WITH MICROLOGIC TRIP SYSTEM, TRIP UNITS SHALL PROVIDE REAL TIME METERING BACK TO THE POWER AND ENERGY METER INTERFACE.
7. MAIN BUILDING PANELBOARD SERVES LIGHTING LOADS. TOTAL LOAD ACCOUNTS FOR LESS THAN 10% OF THE CONNECTED LOAD. MEETING REQUIREMENT FOR EXCEPTION TO 130.50(D) OF THE 2016 BUILDING ENERGY EFFICIENCY STANDARDS. REFER TO LIGHTING PLANS AND PANEL SCHEDULES FOR CIRCUITING REQUIREMENTS.
8. MAIN BUILDING PANELBOARD SERVES HVAC LOADS. REFER TO PLANS FOR FEEDER AND OTHER CONNECTION REQUIREMENTS; REFER TO PANEL SCHEDULE FOR OCP REQUIREMENTS. COORDINATE WITH MECHANICAL PLANS AND SCHEDULES.
9. PANELBOARD SERVES RECEPTACLE AND EQUIPMENT LOADS.
10. PROVISIONS FOR FUTURE CIRCUIT BREAKER FOR FUTURE PV BACKFEED; MUST BE LOCATED AT OPPOSITE END OF BUS FROM THE MAIN CIRCUIT BREAKER.
11. STUB 1" CONDUIT FROM ELECTRICAL ROOM TO ACCESSIBLE CEILING SPACE BELOW THE SOLAR READY ROOFTOP AREA.
12. PROVISIONS FOR FUTURE BREAKERS, REFER TO PANEL SCHEDULES.
13. PROVIDE SPARE CONDUITS TO SITE PULLBOXES AS INDICATED ON ELECTRICAL SITE PLAN.
14. PROVIDE EV SUB-METER AS REQUIRED BY THE SMUD COMMERCIAL ELECTRIC VEHICLE PROGRAM SPEC T017.
15. PANEL EV1 TO FEED EVCS AND SERVE AS THE DISCONNECTING MEANS AS ALLOWED BY SMUD T017.
16. BREAKER SHALL SHUNT TRIP UPON ACTIVATION OF HEAT DETECTOR IN SHAFT OR ELEVATOR MACHINE ROOM. PROVIDE INTERFACE WITH FIRE ALARM SYSTEM.
17. PROVIDE SHUNT TRIP AND INTERLOCK WITH FIRE SUPPRESSION SYSTEM FOR AUTOMATIC SHUT-OFF.

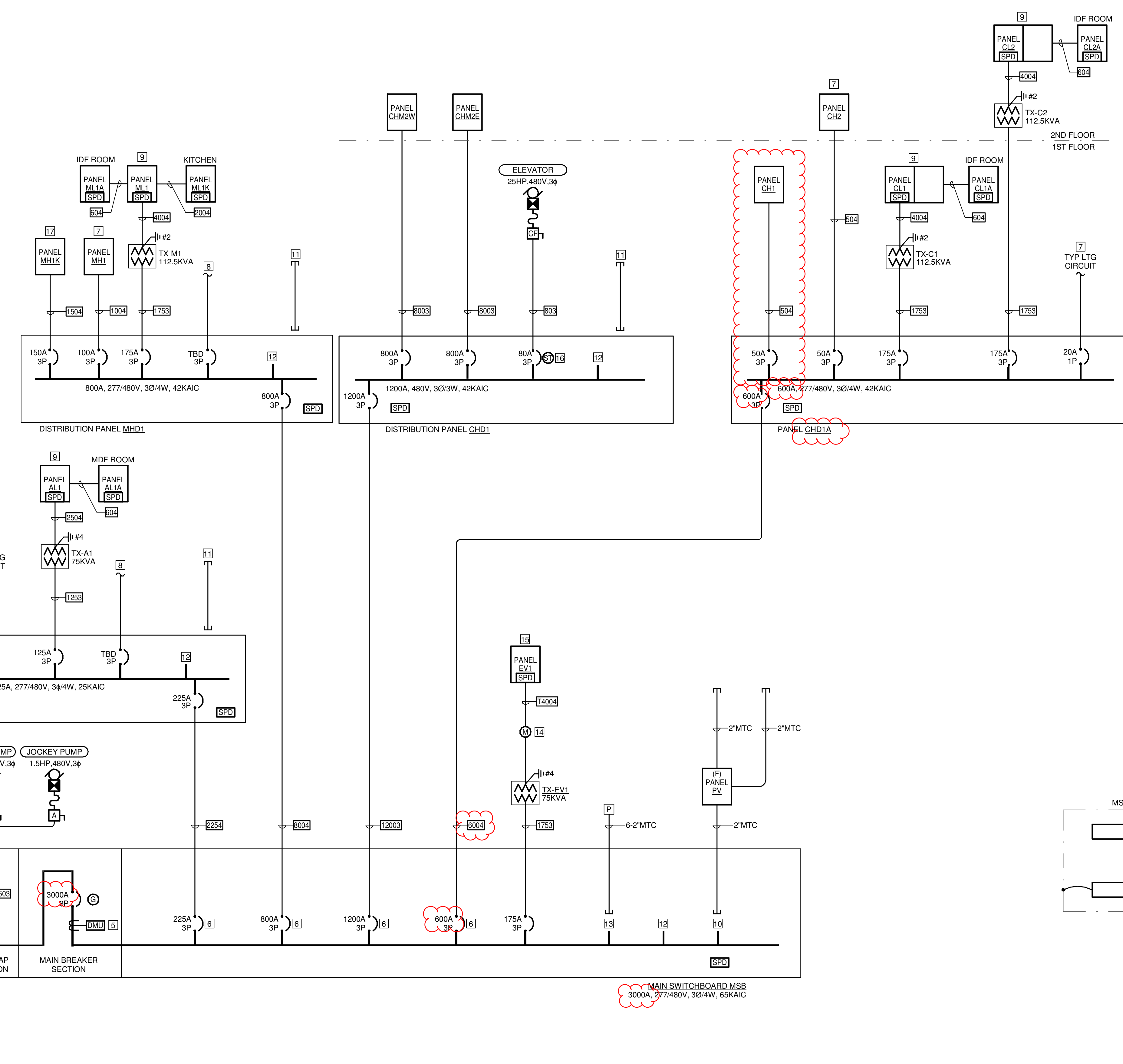
FIRE PUMP CALCULATIONS

FIRE PUMP CALCULATIONS:
FIRE PUMP/JOCKEY PUMP CONDUCTORS SIZED PER CEC 695.6 (C) AND TABLE 430-250:

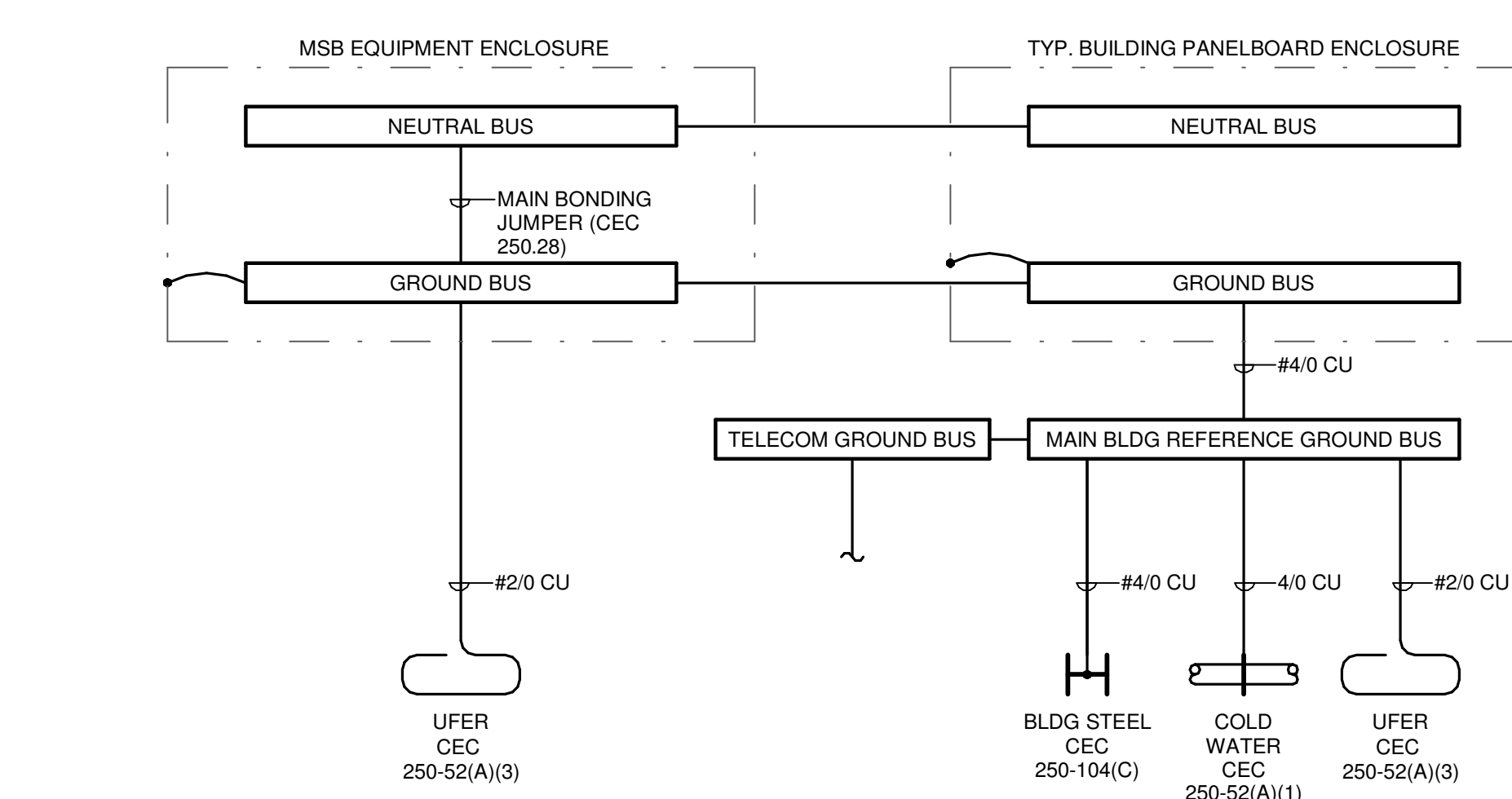
30HP AT 480V/3Ø = 40 FLA X 1.25 = 50 FLA
1.5HP AT 480V/3Ø = 3 FLA X 1.25 = 3.75 FLA
TOTAL FLA = 53.75 FLA

OVERCURRENT PROTECTION SIZED PER CEC 695.4, TO CARRY INDEFINITELY THE SUM OF THE LOCKED-ROTOR CURRENT OF THE MOTOR(S) AND THE FULL LOAD CURRENT OF THE ACCESSORY EQUIPMENT (MAX. LOCKED ROTOR CURRENT PER CEC TABLE 430.251(B) OR NAMEPLATE):

30HP AT 480V/3Ø = 218 LRA
1.5HP AT 480V/3Ø = 20 LRA
TOTAL LOAD = 238 LRA



1 POWER ONE-LINE DIAGRAM
SCALE: NTS

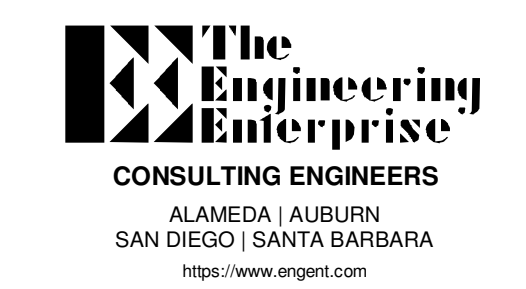


2 GROUNDING SYSTEM RISER DIAGRAM
SCALE: NTS



2025 Nineteenth Street
Sacramento, CA 95818
P 916.558.1900
www.lionakis.com

CONSULTANT



ALAMEDA | AUBURN
SAN DIEGO | SANTA BARBARA
https://www.engeer.com

SEAL



PROJECT
**KEMBLE - CHAVEZ
ELEMENTARY SCHOOL
REPLACEMENT CAMPUS
INCREMENT 2**
7495 29TH ST
SACRAMENTO, CA 95822

CLIENT
SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT
5735 47TH AVE, SACRAMENTO CA 95824

MARK	DATE	DESCRIPTION
INC #1	03/03/2023	INC #1 DSA APPROVAL
INC #2	08/15/2023	INC #2 DSA SUBMITTAL
INC #2	09/29/2023	INC #2 BID SET

MANAGEMENT		
LIONAKIS PROJECT NO:		022063
CLIENT PROJECT NO:		N/A
COPYRIGHT:		LIONAKIS 2023

POWER ONE-LINE DIAGRAMS

SHEET
2.E-701

IF THIS SHEET IS NOT 30"x42", IT IS A REDUCED PRINT. SCALE ACCORDINGLY. 0 1/4" = 1" 022063_ELECMSTR_KEMBLECHAVEZ_PD0_CENTRAL_d64sheet.rvt 1/17/2024 10:24:58 AM

Prepared by Balfour Beatty / Clark-Sullivan, A Joint Venture
 Bid Package Lead: Joe Huck
 Project Location: 3022 Torrance Avenue, Sacramento, CA 95822, United States of America

05.12: Structural Steel
 Generated January 23, 2024

Leveled Bid
 Base Bid
 Estimated Cost
\$6,597,441

LINE ITEMS

Structural Steel		\$4,396,500
Payment and Performance Bond Costs (See the Instruction for Bidders, Item # 10 for bond requirements)	\$41,000	
OTHER COSTS		\$137,950
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		\$235,000
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		\$6,000
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$30,800	
Screens below stairs	\$98,900	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		-\$12,000
Trash enclosure gates		-\$19,000
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$4,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.		
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule		
BIM Support (Metal Works Only)		

ALTERNATES

Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	

Leveled Bid Total

\$4,575,450

GENERAL ACKNOWLEDGMENTS

Bidder acknowledges the Exhibit B in its entirety - B, B1, B2 and B3 - Project Specific Scope of Work	YES
Bidder acknowledges All Front End Documents and Addendums 1-3.	YES
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES
Bidder guarantees their bid for 90-days.	YES
Bidder acknowledges the Project Labor Agreement.	YES
Bidder acknowledges the Insurance Requirements for this project.	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES
Is Bidder prequalified with the school district?	YES
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES
Is Bidder DVBE certified?	NO
Is Bidder utilizing any DVBE subcontractors?	NO
Contractors License number.	674599
License Classification.	C-51
DIR Registration number.	1000006095
EMR Rate.	.85

BOND INFORMATION

Payment and Performance Bond Rate (For bids over \$100K).	.89%
---	------

CERTIFICATIONS

Does Bidder represent a certified minority business?	NO
--	----

Summary

Davison Iron Works, Inc.
 Submitted by John Hull

\$4,575,450
\$4,437,500
 Revision #1, November 16, 2023

Unit	Unit Cost	Total Cost
		\$4,437,500
Structural Steel	\$4,396,500	
		\$41,000
		\$137,950
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		\$235,000
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		\$6,000
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$30,800	
Screens below stairs	\$98,900	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		-\$12,000
Trash enclosure gates		-\$19,000
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$4,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.		
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule		
BIM Support (Metal Works Only)		

ALTERNATES

Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	

Leveled Bid Total

\$4,575,450

Metal Works

Submitted by Tod Hamilton

\$4,828,500
\$3,968,393
 Original Proposal, November 16, 2023

Unit	Unit Cost	Total Cost
		\$3,977,500
Structural Steel	\$3,931,500	
		\$46,000
		\$851,000
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		\$235,000
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		\$6,000
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$75,000	
Screens below stairs	\$100,000	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		
Trash enclosure gates		
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$10,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.	\$170,000	
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule	\$75,000	
BIM Support (Metal Works Only)	\$65,000	

ALTERNATES

Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	

Leveled Bid Total

\$4,828,500

Lancaster Burns Construction Inc., dba L

Submitted by Erika Tiner

\$5,201,835
\$2,938,105
 Revision #1, December 4, 2023

Unit	Unit Cost	Total Cost
		\$2,938,105
Structural Steel	\$2,938,105	
		\$0
		\$2,263,730
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		\$700,000
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		\$6,000
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$75,000	
Screens below stairs	\$100,000	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		
Trash enclosure gates		
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$10,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.	\$170,000	
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule	\$75,000	
BIM Support (Metal Works Only)	\$65,000	

ALTERNATES

Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	

Leveled Bid Total

\$5,201,835

Ahlborn Structural Steel, Inc

Submitted by NICK BEEBE

\$5,246,285
\$4,880,085
 Revision #1, November 22, 2023

Unit	Unit Cost	Total Cost
		\$4,880,085
Structural Steel	\$4,822,085	
		\$58,000
		\$366,200
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		\$700,000
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		\$6,000
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$75,000	
Screens below stairs	\$98,900	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		
Trash enclosure gates		
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$4,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.	\$166,200	
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule	\$75,000	
BIM Support (Metal Works Only)	\$65,000	

ALTERNATES

Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	

Leveled Bid Total

\$5,246,285

J D 2

Submitted by Steve Knudsvig

\$5,412,100
\$5,303,100
 Original Proposal, November 16, 2023

Unit	Unit Cost	Total Cost
		\$5,303,100
Structural Steel	\$5,261,000	
		\$42,100
		\$109,000
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		\$700,000
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		\$6,000
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$75,000	
Screens below stairs	\$98,900	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		
Trash enclosure gates		
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$4,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.	\$166,200	
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule	\$75,000	
BIM Support (Metal Works Only)	\$65,000	

ALTERNATES

Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	

Leveled Bid Total

\$5,412,100

Summary
 Hold bid amount other than material. Actual material costs to be determined upon award of project. Attached is our bid proposal.
 I have added a marked up Exhibit B. See the attached. Our proposal includes \$17,211.00 for the aluminum tread nosings. Our price includes the similar frame and perforated screens under the exterior stairs at Building C. Please review our scope exclusions. If you have any questions please give me a call.
 Please see attached rev 1 steel proposal for the Kemble-Chavez project. I have added the stair guardrails/handrails, under stair perf screen. Thank you, Tyrone Butler
 Please review all alternates, qualification, clarification, and exclusions within the proposal pdf documented included with this submission. Note: Prequalification with school district is not in place but we can get the process started ASAP if needed
 My quotation letter has structural steel and metal deck, but the pricing is separated.

17530000: Cesar Chavez / Edward Kemble New Construction and Modernization, Inc. 2

REFERENCE ONLY

Prepared by Balfour Beatty / Clark-Sullivan, A Joint Venture
 Bid Package Lead: Joe Hucik
 Project Location: 3022 Torrance Avenue, Sacramento, CA 95822, United States of America

26.05: Electrical, Low Voltage, Electronic Safety & Security
 Generated January 23, 2024

Leveled Bid
 Base Bid
 Estimated Cost
\$9,744,246

LINE ITEMS	Unit Cost	Total Cost
Electrical, Low Voltage, Electronic Safety & Security		\$6,715,303
Electrical, Low Voltage, Electronic Safety & Security		\$4,320,224
Payment and Performance Bond Costs (See the Instruction for Bidders, Item # 10 for bond requirements)		\$56,960
ADDITIONAL ITEMS		\$2,338,119
Bldg. M PV package.		\$138,324
Fire Alarm Scope		\$646,272
Low Voltage Scope		\$1,553,523
OTHER COSTS		\$452,255
26 00 10 Basic Electrical Requirements		
26 00 90 Electrical Demolition		
26 05 19 Building Wire and Cable		
26 05 26 Grounding and Bonding		
26 05 29 Electrical Hangers and Supports		
26 05 31 Conduit		
26 05 33 Boxes		
26 05 43 Underground Ducts and Structures		
26 05 53 Electrical ID		
26 08 00 Commissioning of Electrical		
26 09 42 Digital Lighting Control		
26 22 13 Dry Type Transformers		
26 24 13 Switchboards		
26 24 16 Panelboards		
26 27 26 Wiring Devices		\$100,000
26 27 36 Energy Information System		
26 28 16 Overcurrent Protective Devices		
26 28 19 Disconnect Switches		
26 31 00 Photovoltaic Power Systems		
26 43 13 Surge Protective Devices		
26 50 00 Lighting		
27 00 00 Communications Basic Requirements		
27 05 00 Common Work Results for Communications		
27 10 00 Structured Cabling		
27 21 00 Data Communications Network Equipment		
27 41 00 Audio-Visual Systems		
27 51 23.50 Educational Intercom Systems		
27 51 26 Assistive Listening Systems		
28 10 00 Access Control System		
28 20 00 Video Surveillance		
28 31 00 Intrusion Detection		
28 46 00 Fire Detection and Alarm		
Early Procurement of Upsized Electrical Gear		\$452,255
Two (2) Year Warranty		
Card Reader & Connect Phone in Elevator		
Connect phone at wheelchair lift		
Food Service - all scope noted in documents		
HVAC - all scope noted in documents		\$75,000
F/I Projection Screens & Flat Panel Displays		
Power to Scoreboard, shot clocks, etc. in M		
F/I poured in place / precast pads		
F/I concrete light pole bases		\$40,000
F/I all power for landscape clocks/controllers		\$28,000
F/I all pull strings & mandrel pull on (E) site conduits		
Install Hand Dryers		
Power to Electronic Message signage/marquee's		\$7,500

Redwood Electric Group Submitted by gary herrera		
Unit	Unit Cost	Total Cost
\$7,811,933		
\$6,576,980		
Original Proposal, November 16, 2023		
		\$4,320,224
		\$56,960
		\$138,324
		\$646,272
		\$1,553,523
		\$452,255

PEI Placer Electric Incorporated Submitted by Pete Fontano		
Unit	Unit Cost	Total Cost
\$7,938,912		
\$6,144,257		
Original Proposal, November 16, 2023		
		\$6,896,400
		\$82,757
		\$325,000
		\$325,000
		\$100,000
		\$452,255

Collins Electrical Company, Inc. Submitted by David Plaster		
Unit	Unit Cost	Total Cost
\$8,472,525		
\$8,020,270		
Original Proposal, November 16, 2023		
		\$7,233,577
		\$34,572
		\$752,121
		\$752,121
		\$452,255

McMillan Electric Submitted by Steve Varley		
Unit	Unit Cost	Total Cost
\$8,493,370		
\$7,397,115		
Original Proposal, November 16, 2023		
		\$8,038,615
		\$7,608,609
		\$105,006
		\$325,000
		\$325,000
		\$454,755

Hangtown Electric Inc. Submitted by Alfonso Linarez		
Unit	Unit Cost	Total Cost
\$8,795,445		
\$7,698,815		
Original Proposal, November 16, 2023		
		\$7,698,815
		\$7,634,065
		\$64,750
		\$0
		\$452,255

Con. J. Franke Electric Submitted by John Shepard		
Unit	Unit Cost	Total Cost
\$8,869,667		
\$6,993,601		
Original Proposal, November 16, 2023		
		\$7,281,976
		\$6,877,000
		\$116,601
		\$288,375
		\$288,375
		\$943,316

Schetter Electric, LLC Submitted by jack BAKER		
Unit	Unit Cost	Total Cost
\$9,686,855		
\$9,234,600		
Original Proposal, November 16, 2023		
		\$9,234,600
		\$9,179,600
		\$55,000
		\$0
		\$0
		\$452,255

Sac Valley Electric Submitted by Keven Lively		
Unit	Unit Cost	Total Cost
\$8,258,255		
\$7,806,000		
Original Proposal, November 16, 2023		
		\$7,806,000
		\$7,749,674
		\$56,326
		\$0
		\$452,255

F/I all plywood backboards for equipment				\$2,500					
F/I EV Charging station inc. concrete base									
Furnish Access Panels for this scope									
BIM Modeling									
F/I the Trailer/RV power in parking lot									
F/I power to roller shades, bi-fold & roll up doors									
F/I wiring, power, etc. to Electronic Trap Primer's									
Installation of OFCI equipment									
F/I power to basketball backstop winches									
Temp Power & Lighting							\$50,000		
ALTERNATES	\$644,375	\$0	\$0	\$0	\$644,375	\$644,375	\$0	\$0	\$0
Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	\$75,800	\$0	\$14,794	\$34,712	\$15,000	\$65,000	\$20,000	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	\$166,760	\$0	\$36,985	\$96,551	\$25,000	\$110,000	\$40,000	
Alternate #3. Add to provide a complete PV system for Building M (in base bid) and alternate pricing for a complete PV system at the Area D site, including carport canopy and lighting. Refer to Drawings sheet 2AS101D and Section 26 31 00 - Photovoltaic Power System. The lighting system shall be circuited to the lighting circuit for pole-mounted parking lights. Provide one light fixture for each bay. Fixture type FSC L1515-34W-8-40K-PRGOS-FS-EB.	\$246,757	\$605,000	\$1,021,647	\$442,000	\$395,000	\$605,000		\$686,800	
ADDITIONAL ITEMS	\$644,375	\$0	\$0	\$0	\$644,375	\$644,375	\$0	\$0	\$0
Alternate #3. Provide a complete PV system for Building M and alternate pricing for a complete PV system at the Area D site, including carport canopy and lighting. Refer to Drawings sheet 2AS101D and Section 26 31 00 - Photovoltaic Power System. The lighting system shall be circuited to the lighting circuit for pole-mounted parking lights. Provide one light fixture for each bay. Fixture type FSC L1515-34W-8-40K-PRGOS-FS-EB.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$686,800	
Change from Copper to Aluminum Feeders for the Single Line Scope for 100A feeders or Larger	-\$86,961								
Deduct Pole Bases for Lighting and EV Chargers	-\$37,565								
Furnish and Install the WAPS for the Project	\$122,206				\$122,206	\$122,206			
Network Equipment per Specification 272100	\$522,169				\$522,169	\$522,169			
PV Conduit and Breaker for Future PV System	\$16,245								
Preferred Vendor for PV Canopy Structure	\$115,348								
Provide a VE Package for Lighting	-\$106,580								
VE Option to use MC in Lieu of Conduit and Wire	-\$85,000								
add pv and lighting to car port canopy by others							\$340,000		
Leveled Bid Total	\$7,811,933	\$7,938,912	\$8,472,525	\$8,493,370	\$8,795,445	\$8,869,667	\$9,686,855	\$8,258,255	
GENERAL ACKNOWLEDGMENTS									
Bidder acknowledges the Exhibit B in its entirety - B, B1, B2 and B3 - Project Specific Scope of Work	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges All Front End Documents and Addendums 1-3.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder guarantees their bid for 90-days.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges the Project Labor Agreement.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges the Insurance Requirements for this project.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES	YES	YES	YES	YES	YES	YES	YES	YES
Is Bidder prequalified with the school district?	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Is Bidder DVBE certified?	NO	YES	NO	NO	NO	NO	NO	NO	NO
Is Bidder utilizing any DVBE subcontractors?	NO	NO	NO	NO	NO	NO	NO	NO	YES
Contractors License number.	318433	482432	115427	268179	849839	288366	1049534	848435	
License Classification.	C10	C10	A, B, C-10 & C-31	C-10	C10	C-10	C10	C10	
DIR Registration number.	1000000325	1000025176	100000184	1000027060	1000000108	1000000355	1000063758	1000002156	

EMR Rate.	.50	.85	.71	.9	.82	.69	.85	128%
BOND INFORMATION								
Payment and Performance Bond Rate (For bids over \$100K).	.78%	1.20%	.43%	1.44%	1.00%	1.70%	1.00%	.73%
CERTIFICATIONS								
Does Bidder represent a certified minority business?	NO	YES	NO	NO	YES	NO	NO	NO
Summary	We attached the scope letter.		Good Afternoon!Attached please find our Proposal Letter with pricing for the above referenced project. Please feel free to contact our office if you have any questions.We appreciate your consideration!!Thank You!			Please see CJF Bid letter and Exhibit B2 (Marked-up) attached.	PLEASE SEE Attached proposalalso portion included of alt #3 is included on scope letter	Scope of Work as per Exhibit B, B1, B2 & B3Includes Marquee signs

ATTACHMENT 3
SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount: \$ 200,000
Interest: 0.25% Monthly
Term in Months 12.00
Payment Frequency Monthly

	<u>Payment</u>	<u>Monthly Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
1		\$16,939	\$16,439	\$500	\$183,561
2		\$16,939	\$16,480	\$459	\$167,081
3		\$16,939	\$16,521	\$418	\$150,560
4		\$16,939	\$16,562	\$376	\$133,998
5		\$16,939	\$16,604	\$335	\$117,394
6		\$16,939	\$16,645	\$293	\$100,749
7		\$16,939	\$16,687	\$252	\$84,062
8		\$16,939	\$16,729	\$210	\$67,334
9		\$16,939	\$16,770	\$168	\$50,563
10		\$16,939	\$16,812	\$126	\$33,751
11		\$16,939	\$16,854	\$84	\$16,896
12		\$16,939	\$16,896	\$42	\$0
Totals		\$203,265	\$200,000	\$3,265	