

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: January 16, 2020

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

- 1. Grants, Entitlements, and Other Income Agreements
- 2. Expenditure and Other Agreements
- 3. Recommended Bid Awards Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

<u>Amount</u>

Amount

COLLEGE & CAREER READINESS

	New Grant:	
California Department of Education	□ Yes	\$568,663
A20-00070	\boxtimes No, District applies annually and	No Match
	has received grant in previous years.	

07/01/19 – 06/30/20: California Partnership Academy (CPA) grants support eight CPAs at four comprehensive high schools. These academies are focused on smaller learning communities that are career-themed. Academies serve students in grades 10-12 and are structured as schools-within-a-school. Academies in the district follow the Linked Learning approach as their model. The curriculum incorporates integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers as well as active business and post-secondary partnerships.

CPA funds are used to purchase industry specific equipment, software, transportation for field trips and professional learning services. The collaboration between core academic instruction and Career Technical Education helps to produce both college and career ready students. These programs also strengthen relationships with local industry and postsecondary education partners.

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EXPENDITURE AND OTHER AGREEMENTS

Description

Restricted Funds

Contractor

□ No

ACADEMIC OFFICE

Dr. Brian Gaunt	2/1/19 – 6/30/23: Training and technical assistance services will	\$110,500
SA20-00379	be provided regarding the implementation of Multi-Tiered	Title IV Part
	System of Supports (MTSS), and related alignment of existing	A Funds
New Contract:	work and evidence-based practices to support teachers and	
⊠ Yes	students.	

This contract will primarily serve staff including central office leadership (Superintendent's cabinet and related Assistant Superintendents, Instructional Assistant Superintendents, related district leaders and department managers) and schoollevel leadership (school admins, student services personnel, general education and special education representatives of the schools). Secondary stakeholders include school instructional staff; students of all grade levels, with an emphasis on students with disproportionate outcomes or high-risk academic or behavioral performances; families and community partners. All SCUSD schools will participate in one of three cohorts of school teams scheduled at 1 cohort per each academic year during 2020-2023 school years. Schools will be involved in follow-up technical assistance for a 2-year period.

By 2023 the intendent outcomes of the implementation process are:

- Development and implementation of a structured central office leadership team process for leading, monitoring, and evaluating MTSS implementation quality and impacts.
- Development and training of 3 separate cohorts of schools on Tier 1 of MTSS implementation
- Development and use of district coaching network to support school MTSS implementation during and post-training on Tier 1.
- Improved MTSS implementation quality.
- Growth or improvements in student-related outcomes.

An implementation guide and comprehensive MTSS evaluation process will be developed to track percentage of action items completed on time and measure effectiveness of training. Training satisfaction and Beliefs and Perception of Skills surveys will be utilized, among others.

Dr. Brian Gaunt was selected to provide these services based on his experience and qualifications which include: Doctorate in school psychology and masters in Behavior Analysis; 13 years' experience with implementation of Response to Intervention (Rtl), Positive Behavior Intervention & Supports (PBIS), and MTSS across classroom, school district and state levels including 9 years' experience integrating Rtl and PBIS statewide in Florida.

1/6/20 – 6/5/20: After a rigorous Request for Qualifications (RFQ) process, the District selected Vision 2000 Educational Foundation to manage and oversee the Low Performing Student Block Grant (LPSBG) Academic Intervention program. Vision 2000 has served as a third party provider for the non-profit private school equitable services program for two years. In this role, they have provided excellent service and have shown a dedication to ensuring that all students receive quality academic supports and interventions.

\$1,000,000 LPSBG Funds

The LPSBG Academic Intervention program, supported by the Curriculum and Instruction department, will consist of academic interventions for targeted students in grades 4-6 for math and English Language Arts and students in grades 7-9 for math. The program is designed to increase the academic achievement of students identified as low-performing. Services will be provided during before- or after-school hours. Contractor will recruit and train highly qualified certificated teachers to conduct academic interventions. Attendance and academic records will be maintained. Program will integrate with the regular school day program.

Outcomes of the LPSBG program will be measured by pre- and post-assessment results. Contractor will provide an "End of Year" report on the status of all outcomes and objectives.

Contractor will be compensated at an hourly, per student rate, not to exceed \$1,000,000.

Vision 2000 SA20-00369

New Contract: □ Yes ⊠ No

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project:	Lease-Leaseback Agreement for David Lubin & Pony Express Asphalt Paving Renovation
Recommendation:	Approve lease-leaseback contract with AM Stephens Construction Co., Inc. for preconstruction services of \$0 (zero) for this project. Authorize staff to pursue a lease-leaseback contract with AM Stephens Construction Co., Inc. for construction services for this project using a fee-based contract with a percentage fee of 9.5%. The cost of construction is estimated at \$2,000,000.
Funding:	Measure Q Funds
Project:	Lease-Leaseback Agreement for Luther Burbank Synthetic Turf & Infill Replacement
Project: Recommendation:	•

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

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

Grant Award Notification

GRANTEE N	GRANTEE NAME AND ADDRESS				CDE GRANT NUMBER				
Mr. Jorge Ag	guilar, Superintende	nt		FY	PCA	Vendor	Suffix		
	City Unified School	District		1.2.3	TUA	Number	Julia		
PO Box 246				19	2318	67439	01		
Sacramento, CA 95824-6870									
Attention						ACCOUNT	COUNTY		
	juilar, Superintende	nt		С	ODE STRI	JCTURE	ocontri		
Program Office				Resc	ource	Revenue	34		
Accounting Office, Categorical Programs					de	Object Code			
Telephone				72	20	8590	INDEX		
916-643-9000					20		INDEX		
	ant Program						0615		
California Pa	artnership Academie	s (CPA) Program					0010		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date		
	\$77,670	14	\$77,67	' 0		7/01/2019	6/30/2020		
CFDA Federal Grant Federal Grant			ral Grant Na	ime		Federal	Agency		

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

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

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

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

RECEIVED

DEC 202019

OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District

California Department of Education Contact	Job Title	
Jerry Winthrop	Education Prog	rams Consultant
E-mail Address		Telephone
jwinthrop@cde.ca.gov		916-319-0457
Signature of the State Superintendent of Public Instruction	Date	
+ Long Annord		December 2, 2019
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUI	REMENTS
On behalf of the grantee named above, I accept this grant a	ward. I have read	the applicable certifications,
assurances, terms, and conditions identified on the grant appli		
in this document or both; and I agree to comply with al	l requirements as	s a condition of funding.
Printed Name of Authorized Agent	Title	
E-mail Address		Telephone
Signature		Date
•		

Grant Award Notification (Continued)

The following conditions apply:

- 1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
- 2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
- 3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
- 4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
- 5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - Fifty percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - Final payment will be processed after receipt and approval of the CPA Annual Report, due October of each year. Maximum reimbursement is based upon the number of qualified students as described in *EC* Section 54691. The reduced amount per qualified student is 4.11 percent (\$863 per qualified student for fully implemented program grades ten through twelve). The final payment is adjusted based on the number of qualified students not to exceed the maximum grant amount.
 - The End-of-Project (EOP) Expenditure Report is due after all funds have been expended but no later than 60 days after the end of the grant period. The EOP Expenditure Report is on the CDE CPA web page at https://www.cde.ca.gov/ci/gs/hs/cpagrantinfo.asp.
 - The EOP Expenditure Report should include a narrative of the final expenditures. Failure to submit the EOP Expenditure Report with a detailed narrative within 90 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grants.
- 6. At least three key staff members from each CPA are required to attend the CPA Conference to be held **February 27–29, 2020, at the Long Beach Convention Center.** These funds can be used for that purpose.

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

If you have any questions regarding the CPA program requirements of the grant, please contact Jerry Winthrop, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIO), by phone at 916-319-0457 or by email at <u>iwinthrop@cde.ca.gov</u>. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIO, by phone at 916-319-0892 or by email at <u>mupton@cde.ca.gov</u>.

Grant Award Notification

GRANTEE	NAME AND ADDRE	SS		1.0	CDE C	GRA	NT NUMBE	R
	guilar, Superintender City Unified School			FY	PCA	4	Vendor Number	Suffix
PO Box 246				19	9 23181		67439	02
Sacramento	, CA 95824-6870			19	2310		07439	02
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	guilar, Superintender	nt	1		ODE STR			ocontri
Program Of			1	Resc	A COLORADO CONTRACTOR DE LA COLORADO		evenue	34
Accounting Office, Categorical Programs				Co	de	Obj	ect Code	-
Telephone 916-643-900	00			72	20		8590	INDEX
	ant Program artnership Academie	s (CPA) Program			1.51			0615
GRANT	Original/Prior Amendments	Amendment Amount	Total	Total Am		d. Award Starting Date		Award Ending Date
	\$77,670		\$77,670)		1	7/01/2019	6/30/2020
CFDA Number	Federal Grant Number	Feder	ral Grant Nar	me	Sector.	d to	Federal /	Agency
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Michelle Upton, Staff Services Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901

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DEC 202019

OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District

California Department of Education Contact	Job Title		
Jerry Winthrop	Winthrop Education Prog		
E-mail Address		Telephone	
jwinthrop@cde.ca.gov		916-319-0457	
Signature of the State Superintendent of Public Instruction	Date		
1 Long Arumond	December 2, 2019		
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUI	REMENTS	
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assurances, terms, and conditions identified on the grant appli			
in this document or both; and I agree to comply with al	requirements a	s a condition of funding.	
Printed Name of Authorized Agent	Title		
E-mail Address		Telephone	
Signature		Date	

CDE Grant Number: 18–23181-67439-02 December 2, 2019 Page 2

Grant Award Notification (Continued)

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Grant Award Notification

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	City Unified School	District				Number	
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	artnership Academie	s (CPA) Program					0615
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GRANT	Original/Prior	Amendment	To	tal	Amend	Starting	Ending
DETAILS	Amendments	Amount			No.	Date	Date
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CDE Grant Number: 18–23181-67439-03 December 2, 2019 Page 2

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If you have any questions regarding the CPA program requirements of the grant, please contact Jerry Winthrop, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIO), by phone at 916-319-0457 or by email at <u>jwinthrop@cde.ca.gov</u>. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIO, by phone at 916-319-0892 or by email at <u>mupton@cde.ca.gov</u>.

Grant Award Notification

GRANTEE	NAME AND ADDRE	SS			CDE C	GRA	NT NUMBE	R
	guilar, Superintender City Unified School			FY	PC	4	Vendor Number	Suffix
PO Box 246				19	2318	1	67439	04
	, CA 95824-6870							01
Attention							CCOUNT	COUNTY
	guilar, Superintender	nt	14		ODE STR			Sector (Sector)
	Program Office				urce		levenue	34
Telephone	Jilice, Calegorical P	Tograms		Co	ue	Ob	ject Code	-
916-643-900	00			72	20		8590	INDEX
Name of Gra	ant Program artnership Academie	s (CPA) Program						0615
GRANT	Original/Prior Amendments	Amendment Amount	Total		Amend No.	1	Award Starting Date	Award Ending Date
	\$77,670		\$77,670)	1		7/01/2019	6/30/2020
CFDA Number	Federal Grant Number	Feder	al Grant Nam	ne			Federal /	Agency
Justice Acad This award is	lemy (0084). s made contingent u	ou have been funded	funds. If the	Legisla	ature take	s ac	tion to reduc	
the funding ι	upon which this awa	rd is based, then this	award will be	amen	ded accor	rding	jly.	<
Please returi	n the original, signed	d Grant Award Notifica	ation (AO-400	D) to:				
		MR-L-D-LL-C-C		۸ ۱.			RECEI	VED
		Michelle Upton, S Career and Colleg California Depa	ge Transition	Divisio			DEC 20	2019

OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District

California Department of Education Contact	Job Title	
Jerry Winthrop	Education Prog	rams Consultant
E-mail Address		Telephone
jwinthrop@cde.ca.gov		916-319-0457
Signature of the State Superintendent of Public Instruction	n or Designee	Date
· Long Ammond		December 2, 2019
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUI	REMENTS
On behalf of the grantee named above, I accept this grant a	ward. I have read	d the applicable certifications,
assurances, terms, and conditions identified on the grant appli		
in this document or both; and I agree to comply with al	l requirements a	s a condition of funding.
Printed Name of Authorized Agent	Title	
E-mail Address		Telephone
Signature		Date
•		

1430 N Street, Suite 4202 Sacramento, CA 95814-5901 CDE Grant Number: 18–23181-67439-04 December 2, 2019 Page 2

Grant Award Notification (Continued)

The following conditions apply:

- 1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
- 2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
- 3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
- 4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
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Grant Award Notification

GRANTEE N	NAME AND ADDRE	SS			CDE C	GRANT NUMBE	ER
	guilar, Superintender			FY	PCA	Vendor Number	Suffix
PO Box 246	City Unified School	DISTICT				Number	
				19	2318	1 67439	05
Sacramento, CA 95824-6870 Attention				STAN		DACCOUNT	
	guilar, Superintender	nt				UCTURE	COUNTY
		н		Reso		Revenue	
Program Office Accounting Office, Categorical Programs					de	Object Code	34
Telephone	omoo, oatogonoarr	Togramo					
916-643-900	0			72	20	8590	INDEX
Name of Gra	ant Program artnership Academie	s (CPA) Program			I		0615
GRANT	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date
	\$77,670		\$77,67	0		7/01/2019	6/30/2020
CFDA Number	Federal Grant Number	Feder	ral Grant Na		. Jugit		Agency
	to inform you that y	ou have been funded	d for the Joh		anedy Hig	h School Crimi	
	nity Services Acade				ineuy nig		
	They bervices Acade	my (0000).					
This award is	s made contingent u	pon the availability of	f funds. If the	e Legisla	ature take:	s action to redu	ce or defer
the funding ι	upon which this awai	rd is based, then this	award will b	e amen	ded accor	dingly.	

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

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

RECEIVED

DEC 202019

OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District

California Department of Education Contact	Job Title	
Jerry Winthrop	rams Consultant	
E-mail Address		Telephone
jwinthrop@cde.ca.gov		916-319-0457
Signature of the State Superintendent of Public Instruction	n or Designee	Date
· Long Anumord		December 2, 2019
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUI	REMENTS
On behalf of the grantee named above, I accept this grant a	ward. I have read	the applicable certifications,
assurances, terms, and conditions identified on the grant appli		
in this document or both; and I agree to comply with al	l requirements as	s a condition of funding.
Printed Name of Authorized Agent	Title	
E-mail Address		Telephone
Signature		Date

CDE Grant Number: 18–23181-67439-05 December 2, 2019 Page 2

Grant Award Notification (Continued)

The following conditions apply:

- 1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
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Grant Award Notification

Signature

	RANTEE NAME AND ADDRESS				CDE GRANT NUMBER			R
Sacramento	Jorge Aguilar, Superintendent cramento City Unified School District			FY	PC	A	Vendor Number	Suffix
PO Box 246				19	23	181	67439	06
Sacramento, CA 95824-6870 Attention				STAN		ZED A	CCOUNT	
	guilar, Superintender	nt			CODE STRUCTURE			COUNTY
Program Of					ource ode		Revenue 34	
Telephone 916-643-900				72	20	8590		INDEX
	ant Program artnership Academie	s (CPA) Program				1	-	0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	l.	Amen No.		Award Starting Date	Award Ending Date
1.1	\$52,643		\$52,64	43		-	7/01/2019	6/30/2020
CFDA Number	Federal Grant Number	Feder	al Grant Na	ame	1	ti e	Federal	Agency
Academy (0) This award i the funding u	585). s made contingent u upon which this awa	you have been funded upon the availability of rd is based, then this d Grant Award Notifica	funds. If the award will b	e Legisla be amen	ature tak	kes ac	tion to reduc	
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Academy (0) This award i the funding to Please retur Please retur California E Jerry Winthr E-mail Addi iwinthrop@c Signature c On behalit assurances,	585). s made contingent u upon which this awar n the original, signed op ress <u>cde.ca.gov</u> of the State Superin <u>CERTIFIC</u> of the grantee name terms, and conditio	apon the availability of rd is based, then this d Grant Award Notifica Michelle Upton, S Career and Colley California Depa 1430 N Stru Sacramento, cation Contact	funds. If the award will b ation (AO-40 Staff Service ge Transitio rtment of Ec eet, Suite 42 , CA 95814- J E struction o NCE OF GI is grant awa rant applicat	e Legisla be amen 00) to: es Analy n Divisio ducation 202 5901 ob Title ducatio or Desig RANT R ard. I hav tion (for	ature tak ided acc st on n Progra n Progra REQUIR ve read a grants v	es ac ording OFF ams C Telep 916-3 Date Decen EMEN the ap with ar	tion to reduct ly. RECEI DEC 2 (ICE OF THE SU Bacramento City Unifi- onsultant hone 19-0457 nber 2, 2019 ITS plicable cert application	ce or defer VED D 2019 PERINTENDEN ed School District
Academy (0) This award i the funding to Please retur Please retur Derry Winthr E-mail Addi jwinthrop@c Signature c On behalt assurances, in th	585). s made contingent u upon which this awar n the original, signed op ress ide.ca.gov f the State Superin CERTIFICA of the grantee name terms, and condition is document or both	apon the availability of rd is based, then this d Grant Award Notifica Michelle Upton, S Career and Colleg California Depa 1430 N Stra Sacramento, cation Contact atendent of Public In ATION OF ACCEPTA ed above, I accept this ns identified on the gray; and I agree to comp	funds. If the award will b ation (AO-40 Staff Service ge Transitio rtment of Ec eet, Suite 42 , CA 95814- J E struction o NCE OF GI is grant awa rant application by with all res	e Legisla be amen 00) to: es Analy n Divisio ducation 202 5901 ob Title ducatio or Desig RANT F ard. I hav tion (for equirem	ature tak ided acc st on n Progra n Progra REQUIR ve read a grants v	es ac ording OFF ams C Telep 916-3 Date Decen EMEN the ap with ar	tion to reduct ly. RECEI DEC 2 (ICE OF THE SU Bacramento City Unifi- onsultant hone 19-0457 nber 2, 2019 ITS plicable cert application	ce or defer VED D 2019 PERINTENDENT ed School District
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Date

CDE Grant Number: 18–23181-67439-06 December 2, 2019 Page 2

Grant Award Notification (Continued)

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California Department of Education Fiscal Administrative Services Division AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE N	NAME AND ADDRE	SS		CDE C	GRANT NUMBE	R
	guilar, Superintender City Unified School		FY	PC	A Vendor Number	Suffix
PO Box 246			19	2318		07
Attention	juilar, Superintender	nt				COUNTY
Program Of			Res	source Code	Revenue Object Code	34
Telephone 916-643-900		0	7	/220	8590	INDEX
Name of Gr	ant Program artnership Academie	s (CPA) Program	7			0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend No.	Award Starting Date	Award Ending Date
	\$77,670		\$77,670		7/01/2019	6/30/2020
CFDA Number	Federal Grant Number	Feder	al Grant Name	a na dia a	Federal	Agency
	d to inform you that y demy (0022).	ou have been funded	d for the Luther Bu	ırbank High	School Law and	d Social

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

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

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

DEC 202019

OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District

California Department of Education Contact	Job Title			
Jerry Winthrop	Education Prog	ducation Programs Consultant		
E-mail Address		Telephone		
jwinthrop@cde.ca.gov		916-319-0457		
Signature of the State Superintendent of Public Instruction	n or Designee	Date		
1 Long Arunord		December 2, 2019		
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUI	REMENTS		
On behalf of the grantee named above, I accept this grant a	ward. I have read	d the applicable certifications,		
assurances, terms, and conditions identified on the grant appli	cation (for grants	s with an application process) or		
in this document or both; and I agree to comply with al	l requirements a	s a condition of funding.		
Printed Name of Authorized Agent	Title			
E-mail Address		Telephone		
Signature		Date		

CDE Grant Number: 18–23181-67439-07 December 2, 2019 Page 2

Grant Award Notification (Continued)

The following conditions apply:

- 1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days.**
- 2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed**.
- 3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California Education Code (EC) sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the EC. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
- 4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
- 5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - Fifty percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - Final payment will be processed after receipt and approval of the CPA Annual Report, due October of each year. Maximum reimbursement is based upon the number of qualified students as described in *EC* Section 54691. The reduced amount per qualified student is 4.11 percent (\$863 per qualified student for fully implemented program grades ten through twelve). The final payment is adjusted based on the number of qualified students not to exceed the maximum grant amount.
 - The End-of-Project (EOP) Expenditure Report is due after all funds have been expended but no later than 60 days after the end of the grant period. The EOP Expenditure Report is on the CDE CPA web page at https://www.cde.ca.gov/ci/gs/hs/cpagrantinfo.asp.
 - The EOP Expenditure Report should include a narrative of the final expenditures. Failure to submit the EOP Expenditure Report with a detailed narrative within 90 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grants.
- 6. At least three key staff members from each CPA are required to attend the CPA Conference to be held **February 27–29, 2020, at the Long Beach Convention Center.** These funds can be used for that purpose.

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

If you have any questions regarding the CPA program requirements of the grant, please contact Jerry Winthrop, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIO), by phone at 916-319-0457 or by email at <u>iwinthrop@cde.ca.gov</u>. If you have questions regarding the fiscal requirements of the grant, please contact Michelle Upton, Staff Services Analyst, HSIIO, by phone at 916-319-0892 or by email at <u>mupton@cde.ca.gov</u>.

California Department of Education Fiscal Administrative Services Division AO-400 (REV. 09/2014)

ecopy: C. Bacta V. Marrero

Grant Award Notification

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Telephone 916-643-9000			86		8590	INDEX		
Name of Gra	ant Program							0615
California Pa	artnership Academie	s: California Labor Fe	ederation I	Partnersh	ip Project			0013
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Tot	tal	Ameno No.	I	Award Starting Date	Award Ending Date
	\$50,000		\$50,	000		07	7/01/2019	09/30/2020
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Grant Award Notification (Continued)

- 1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days.**
- 2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400.
- 3. California Partnership Academies: California Labor Federation (CPA/CLF) Partnership Project supplemental grant funding is intended to provide for the purchase of equipment and materials by and for student projects and activities to meet the requirements of the Multi-craft Core Curriculum (MC3), which should be the fulcrum of instruction in these programs. Funding for shop and hand tools, construction materials, and related certifications and training required for completion and awarding of the MC3 certification, including MC3 certification, OSHA training and certification, and CPR/First Aid training and certification, are the intended uses of these supplemental funds. These funds should not be used for other purchases or activities, including those which constitute appropriate uses of CPA funding, or which supplant other funding that should be provided by the district.
- 4. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.
- 5. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
- 6. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - The first 90 percent of the funds will be released upon completion and return of the AO-400.
 Please allow approximately four weeks for processing.
 - The final payment will be processed after receipt of the End-of-Project (EOP) Expenditure Report is due after all funds have been expended, but no later than 30 days after the end of the grant period. The EOP should include a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a detailed narrative within 45 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grants.
- At least three key staff members from each CPA are required to attend the CPA Conference to be held February 27–29, 2020, at the Long Beach Convention Center. These funds can be used for that purpose.
- 8. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE.

If you have questions regarding the CPA/CLF Partnership Program, please contact Jerry Winthrop, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIO), by phone at 916-319-0457 or by email at <u>iwinthrop@cde.ca.gov</u>. If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, HSIIO, by phone at 916-319-0473 or by email at <u>crose@cde.ca.gov</u>.



SERVICES AGREEMENT

Date: January 16, 2020

Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Dr. Brian Gaunt (hereinafter referred to as "Contractor").

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described in the Proposal to Support SCUSD MTSS Implementation (Exhibit B) ("Services").

ARTICLE 2. TERM.

This Agreement shall commence on February 1, 2020, and continue through June 30, 2023, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

<u>Flat Rate:</u> The total payment to Contractor, including travel and other expenses, shall be One Hundred Ten Thousand, Five Hundred Dollars (\$110,500) as detailed in the following table.



Year	On-Site Days	Cost	Notes:
19/20	5	\$14,500	\$9,000 honorarium (\$1800x5)
			\$5,500 expenses
			 800 Air x 5 trips (\$4000)
			 225 hotel x 5 trips (\$1125)
			• 75 car x 5 trips (\$375)
20/21	10	\$25,000	\$18,000 Honorarium (\$1800x10)
			\$7,000 expenses
			 800 Air x 5 trips (\$4000)
			 450 hotel (2 nights) x 5 trips (\$2,250)
			 \$150 car (2 days) x 5 trips (\$750)
21/22	15	\$35,500	\$27,000 Honorarium (\$1800x15)
			\$8,500 expenses
			 800 Air x 5 trips (\$4000)
			• 675 hotel (3 nights) x 5 trips (\$3,375)
			• \$225 car (3 days) x 5 trips (\$1,125)
22/23	15	\$35,500	\$27,000 Honorarium (\$1800x15)
			\$8,500 expenses
			 800 Air x 5 trips (\$4000)
			• 675 hotel (3 nights) x 5 trips (\$3,375)
			• \$225 car (3 days) x 5 trips (\$1,125)

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Christine Baeta, Chief Academic Officer, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, CA 95824.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the



completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability



insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

District: Sacramento City Unified School District Attn: Jessica Sulli, Contracts PO Box 246870 Sacramento CA 95824-6870 Contractor: Dr. Brian Gaunt 14909 Greely Dr Tampa, FL 33625



ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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



ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement includes 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.

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Rose Ramos

Chief Business Officer

CONTRACTOR

By:_

By:_

Dr. Brian Gaunt

Date

Date



EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

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

Dr. Brian Gaunt

Date



EXHIBIT B

Proposal to Support SCUSD MTSS Implementation

Multi-tiered System of Supports (MTSS) is a *framework* to ensure successful education outcomes for ALL students by using a data-based problem solving process to provide, and evaluate the effectiveness of multiple tiers of integrated academic, behavior, and social-emotional instruction/intervention supports matched to student need in alignment with educational standards. As a framework, MTSS provides guidance to inform school improvement decisions in a resource efficient manner by focusing on the attainment of a strong core of services as evidenced by a large majority of students (e.g., 80%+) being on track for grade-level performance. MTSS is not to be treated as one more thing to do, but rather a way of schooling that aligns and integrates existing work and efforts to provide students a full-continuum of services and supports aligned to state standards. Sustainability of successful MTSS Implementation requires dedicated focus at the policy, procedures, and related school operation requirements used by a district.

The following represent key assumptions foundational to the work of implementing MTSS:

- <u>Implementation Science</u>: Organizations adopting the implementation of MTSS benefit from an understanding of the evolution of effective implementation of evidence-based practices within a continuous improvement cycle of schooling.
- <u>Growth Mindsets</u>: Educator beliefs about student potential for learning should have a growth mindset by recognizing that performance is not "fixed", but rather adaptive to the conditions provided to students (e.g., matched instruction and intervention supports based on need).
- <u>Whole-student Focus</u>: Student academic performance is highly dependent on (a) student access to instruction (e.g., attendance/absence; school climate); and (b) student active engagement in the learning environment (e.g., behavioral and mental wellness competencies).
- <u>Need-driven Decision-making</u>: MTSS implementation and related practices use a need-driven perspective in that the schools' and the district's operations and delivery of a continuum of support options are driven by student performance data. In turn, district support to schools for successful MTSS implementation uses a need-driven approach based on MTSS implementation levels, needs-assessment data (e.g., staff surveys, climate surveys), and student outcome patterns.
- <u>Tiered approach to supporting students and schools</u>: Student outcomes concerning core grade level or content area courses are used to determine the "health" of a Tier 1 (all students/prevention-oriented) system for supporting student proficiency and competencies. An unhealthy "core" or Tier 1 system (i.e., <80% of students "on track") cannot be improved by treating one student at a time. Efficiency of resource allocation to improve student outcomes requires a tiered approach to grouping similar problems in a scope that is matched to the outcome data (i.e. what we do for all, some, few).
- <u>Common, universal model of data-based problem-solving process</u>: The primary core component of MTSS is the adoption and fidelity of using a structured data-driven process for problem solving at any level of the system (e.g., individual student focus to whole school focus). Human beings are naturally predisposed to solve problems, but differences in procedures, language, and data literacy skills create barriers to effective and efficient team-based decision-making for students.



- **Fidelity monitoring**: Fidelity refers to the degree to which adults in the system are providing instruction and related intervention supports as planned or designed for use. Consider antibiotic analogy cannot say a medication did not work if it was not used the way it was intended.
- <u>Systems Coaching</u>: Districts implementing MTSS do not necessarily need to hire coaches. Natural lines of hierarchical mentoring exists and may be leveraged for "leaders to coach leaders" (e.g., district leaders coaching school leaders who coach teacher leaders). This requires leaders at district and school levels to adopt "instructional leader" identity rather than merely building managers.

The following is a proposed plan to build district wide capacity in delivering MTSS using a cohort model that includes technical assistance and follow-up coaching supports. It begins with building the District's capacity for the work, followed by a combination of school-level training & technical assistance for three years starting in June 2020.

Focus		Scope of Work	
Central Office Internal Capacity for MTSS Implementation	 Noted priorities Superintenden (including strat performance). DLT teaming p negotiables; ro cohort. Identification a District mappin options curren Development o network Communicatio implementatio Development o 	(DLT) Readiness for MTSS of and School Board vision a tegic plan goals and state in rocedures and protocols for oles and responsibilities for s and readiness of district MTS and readiness of district MTS and readiness of district MTS of all tiered instructional of all tiered instructional of comprehensive implement on and dissemination plan to on plan of district-wide MTSS progra	lignment to the work dicators of district/school T the work ahead – non- supporting schools in each SS Coaches & related student support ols ntation plan & coaching o supplement district MTSS am evaluation process
Ongoing DLT Capacity & Coaching Development	 development for MTSS Coaching development aligned to school action Analysis of MTSS training MTSS training curriculu 	for provision of technical assis	stance to Cohort schools nent or adaptations of Tier 1 horts.



	 This work will build the capacity of the district MTSS Coaches with gradual release. By Year 3, the district MTSS Coaches will take a substantial lead in training Cohort 3 schools with performance feedback. During Years 2 and 3: Coaching development sessions to the MTSS coaches for supporting Cohort 1 and 2 schools during their second and third years, respectively, of post-training implementation efforts. Cohort 1 - Year 2 Cohort 1 - Year 3; and Cohort 2 - Year 2 				
	stakeholder voices that repres education, special education, such as instructional coaches is to build the internal leaders and provide site-based suppor For each cohort of schools, th own development of skills and their second year of implement all staff in their respective sch tiered-service delivery model provide high levels of support approach towards each SBLT years.	rship Team (SBLT) is a multidit sent the various school staff (e.g student services, and related st). The objective in taking a SB ship and coaching capacities of rt and technical assistance on t be SBLTs involved in training w I knowledge for implementing M tation, SBLTs will provide incr tool to build upon existing work of schooling. District level MT to each cohort post training w ''s fluency and independence of	g., administration, general taff who support teachers LT model of implementation f a school to engage all staff the implementation of MTSS. will focus primarily on their MTSS in their first year. By reasing attention to helping k and practices aligned to a TSS coaches will be trained to with a gradual release f practice across subsequent		
School-based Leadership Team Training (SBLT) by Cohorts	Year 1 (6/2020 - 6/2021) Cohort 1 Year 1Year 2 (6/2021 - 6/2022) Cohort 2 Year 1Year 3 (6/2022 - 6/2023) Cohort 3 Year 15 Professional Learning Days5 Professional Learning DaysSear 1 5 Professional Learning DaysCohort 1 - Year 2 5 Professional Learning DaysCohort 1 - Year 2 5 Professional Learning DaysCohort 2 - Year 2 5 Professional Learning Days				



	 <u>Current 19-20 School Year</u>: 5 On-Site Days <u>DLT – 5 days</u>
	 <u>2020-21 School Year</u>: 10 On-Site Days DLT/District MTSS Coaches – 5 days SBLT Cohort 1 (Year 1) – 5 Days
Total # of Days of Consultation	 <u>2021-22 School Year</u>: 15 On-Site Days DLT/District MTSS Coaches – 5 days SBLT Cohort 1 (Year 2) – 5 days of technical assistance with MTSS Coaches SBLT Cohort 2 (Year 1) – 5 days of training
	 <u>2022-23 School Year</u>: 15 On-Site Days DLT/District MTSS Coaches – 5 days Cohort 2 (Year 2) – 5 days of technical assistance with MTSS Coaches SBLT Cohort 3 (Year 1) – 5 days of training TBD – One technical assistance booster session per semester for Cohort 1 in
	Year 3

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT And VISION 2000

The Sacramento City Unified School District ("District") and Vision 2000 ("Contractor") collectively hereinafter referred to as "the Parties," hereby enter into this Agreement for Academic Intervention Program services ("Agreement") effective on January 17, 2020 with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Contractor to provide an Academic Intervention program during the 2019/2020 school year. This program will focus on intervention and support opportunities for students in elementary, middle and high school who are underperforming academically. The program will link and support the District mission and overall District goals through a whole child plan that focuses on student learning and continuous improvement; and

WHEREAS, Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. <u>Roles and Responsibilities.</u>

i. Contractor shall adhere to Attachment A, Scope of Services; Attachment B, Academic Intervention Program Expectations; and all rules and regulations of the District's Board of Education and all federal, state and local laws, ordinances and regulations.

ii. District shall adhere to Attachment A, Scope of Services; provide funding pursuant to Paragraph B, below; and coordinate space and location of all services performed under this agreement.

B. <u>Payment</u>. For provision of services pursuant to this Agreement, the District agrees to pay Contractor for services satisfactorily rendered as follows:

<u>Fee Rate</u>: Up to \$2,000.00 per student, based on the number of billable tutoring hours the student receives at a rate of \$27.77 per hour with 4.5 hours maximum per week and 72 hours maximum for the 16-week program from February 10 to June 5, 2020. Vision 2000 will provide monthly invoices with sign in sheets for each participating student. District shall not pay travel and other expenses. Total fee for the program shall not exceed One Million Dollars (\$1,000,000.00).

Payments will be made within 30 days upon submission of monthly invoices to the attention of Joseph Farinias (Joseph-Farinias@scusd.edu), Sacramento City Unified School District, 5735 47th Avenue, Sacramento, CA 95824.

C. <u>Independent Contractor</u>. Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

D. <u>Insurance Requirements</u>. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

E. <u>Fingerprinting Requirements</u>. As required by the District, all individuals that come into contact with District students must undergo a criminal background investigation by the District. 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. All of Contractor's employees will submit their fingerprint processing forms to the District's Human Resources Department which provides Livescan services on a first-come-first-served basis. The Contractor will be notified upon clearance. Upon receipt of a subsequent arrest notification from the Department of Justice (DOJ), District shall, within 48 hours, notify 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, Contractor agrees to provide a replacement employee within 30 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.

F. <u>Confidential Records and Data.</u> Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Contractor shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties

without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a dulyissued 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. <u>Period of Agreement.</u> The term of this Agreement shall be from January 17, 2020, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A termination for Cause shall include: (a) material violation of this Contract 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; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract 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 Contract, 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. Contractor agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by Contractor and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. Contractor has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. <u>Nondiscrimination</u>. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees

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

J. <u>Severability</u>. 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.

K. <u>Applicable Law/Venue</u>. 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.

L. <u>Assignment</u>. 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 all parties.

M. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between Contractor and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

N. <u>Amendments</u>. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

O. <u>Execution in Counterparts</u>. 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.

P. <u>Authority</u>. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

Q. <u>Approval/Ratification by Board of Education</u>. This Agreement shall be subject to approval/ratification by the District's Board of Education.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

DISTRICT

By:

Rose Ramos Chief Business Officer

VISION 2000

By:

Dr. Hazel Mahone President Date

Date

DISTRICT shall:

- 1. Provide support for program evaluation
- 2. Meet regularly with the provider to identify program needs, assistance, and successes.
- 3. 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.

Contractor shall:

- Operate a before or after school tutoring program during the regular school year
- Provide direct service to SCUSD students at select sites.
- Support student academic performance, with targeted efforts for students who are low performing/failing or at high risk of failure as identified through state and local assessments.
- Demonstrate ability to participate in required evaluation and outcome measures.
- Collaborate with SCUSD to develop and implement a sustainability plan in order to create a robust and comprehensive academic intervention program.
- Provide an "End of Year" Report on status of all outcomes and objectives.
- Maintain and provide to the District monthly attendance and academic records.
- The program will be designed to provide academic intervention in one or more of the following subject areas: language arts, reading and mathematics.
- The program will only retain and recruit highly qualified certificated teachers to conduct academic interventions.
- The program will provide a safe physical and emotional environment and opportunities for relationship- building and will promote active student engagement.
- The program will collaborate and integrate with the regular school day program.
- The Contractor will provide staff with all necessary training.
- The program will provide opportunities for feedback.
- Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by Contractor and adjustments made to ensure that the program maximizes all funding reimbursements not to exceed available funding.
- The program will provide all notices, reports, statements, and records to parents or guardians in English and the student's primary language when 15 percent of the students enrolled at the school site speak a single primary language other than English as determined by language census data from the preceding year.

School Site shall:

- 1. Provide space for the program to operate, including classroom space for classes and activities, and storage space for program supplies/materials.
- 2. Help coordinate custodial and storage needs of the program.

The following guidelines are set forth to establish clear communication between the District staff and Contractor regarding District expectations.

- 1. Contractor and its staff will be knowledgeable of and adhere to District policies, 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. Early Release/Late Arrival Policy
 - f. Program Hours Requirement: 1-2 hour before or after school intervention sessions; up to 5.5 hours per week per teacher
 - g. Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process Policies, Procedures, Protocols
- 2. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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.
- 3. Provider 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
- 4. In order to support academic achievement, Service Providers/staff should:
 - a. Have knowledge of the academic standing of the students in their class
 - b. Align interventions to the regular school day
 - c. Base instructional plans on the needs of their students
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee