



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1a

**Meeting Date:** April 2, 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. Recommended Bid Awards
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**

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>CHILD DEVELOPMENT</u></b>		
Sacramento Employment and Training Agency (SETA) A20-00078	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$5,977,018
<p>8/1/20 – 7/31/21: Grant funding application for Head Start Program. The Child Development Department enrolls and serves 736 Head Start children within part-day preschool and full-day Children's Centers. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Registered nurses, and other health professionals provide direct services and referrals to program participants. Upon submission and approval of Child Development's grant funding application for Head Start the SCUSD Board of Education authorizes SETA to serve as the grantee, and if awarded, authorizes the Chief Business Officer to execute the sub-grant agreement with reasonable modifications and any other documents required by the funding source.</p>		
<b><u>COLLEGE &amp; CAREER READINESS</u></b>		
California Department of Education A20-00088	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$81,000
<p>07/01/19 – 06/30/21: California Partnership Academy (CPA) grants support eight CPAs at four comprehensive high schools. These academies are focused on smaller learning communities that are career-themed. Academies serve students in grades 10-12 and are structured as schools-within-a-school. Academies in the district follow the Linked Learning approach as their model. The curriculum incorporates integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers as well as active business and post-secondary partnerships.</p> <p>CPA funds are used to purchase industry specific equipment, software, transportation for field trips and professional learning services. The collaboration between core academic instruction and Career Technical Education helps to produce both college and career ready students. These programs also strengthen relationships with local industry and postsecondary education partners.</p> <p>C.K McClatchy:                      Law &amp; Public Services Academy                      \$81,000</p>		
<b><u>SPECIAL EDUCATION</u></b>		
California Department of Education A20-00090	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$139,420
<p>7/1/19 – 6/30/20: Early Intervention Grant to be used for Early Education Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities and their families.</p>		
California Department of Education A20-00079	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$373,275
<p>7/1/19 – 6/30/20: WorkAbility I Program Grant provides funding for a training program for special education students ages 16 – 22 designed to promote career awareness and exploration while students complete their secondary education program. The WorkAbility I Program provides students with opportunities for job shadowing, paid and non-paid work experience, ongoing support and guidance from vocational personnel.</p>		

## **RECOMMENDED BID AWARDS**

**Bid No.**                                **Request for Proposals for Ethernet Service for E-Rate Year 23**

**Bids Received:**                    March 4, 2020

**Recommendation:**              Award a month-to-month contract to AT&T for \$11,654.42 per month, totaling \$153,838.34 per year.

**Funding Source:**                E-Rate Federal Funds (\$101,485.14) and General Fund (\$52,353)

Ethernet service for 19 sites and District hub. 13 sites are eligible for E-Rate funding at 90%: Capital City, Crocker Riverside, David Lubin, Golden Empire, Hubert Bancroft, John Morse, Marian Anderson CC, Operations, Parkway, Rosemont, Susan B. Anthony, Theodore Judah, and Washington. Six sites are not eligible for E-Rate funding: C.B. Wire, C.P. Huntington, Florin Tech, Fruit Ridge, Lisbon, and Maple.

Per USAC E-Rate guidelines, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Two proposals were received, evaluated, and ranked using a scoring matrix to determine best value.

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

**Project:**                                **Lease-Leaseback Agreement for David Lubin/Pony Express Asphalt Paving Renovation**

**Recommendation:**              Award contract to A.M. Stephens Construction Co., Inc.

**Amount/Funding:**                \$2,167,412; Measure Q Funds

**Project:**                                **Lease-Leaseback Agreement for Luther Burbank Synthetic Turf & Infill Replacement**

**Recommendation:**              Award contract to Valley Precision Grading, Inc.

**Amount/Funding:**                \$1,266,021; Measure Q Funds

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

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

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	25220	67439	01
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Accounting Office, Categorical Funds				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				6385	8590		<b>INDEX</b>
<b>Name of Grant Program</b> California Partnership Academies: Career Technical Education Initiative							0615
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$81,000		\$81,000		07/01/2019	06/30/2021	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
<p>I am pleased to inform you that you have been funded for the 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, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (GAN) (AO-400) within 10 days of receipt to:</p> <p style="text-align: center;">Emily Kast, Staff Services Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p> <p style="text-align: right;"><b>RECEIVED</b> <b>MAR 12 2020</b> <small>OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District</small></p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Jerry Winthrop				Education Programs Consultant			
<b>E-mail Address</b>						<b>Telephone</b>	
jwinthrop@cde.ca.gov						916-319-0457	
<b>Signature of the State Superintendent of Public Instruction or Designee</b>						<b>Date</b>	
						March 6, 2020	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>						<b>Telephone</b>	
<b>Signature</b>						<b>Date</b>	
							

### Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed GAN (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 Academies (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code* (EC) sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the EC. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
  - Fifty percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
  - Final payment will be processed after receipt and approval of the CPA Annual Report, due October of each year. Maximum reimbursement is based upon the number of qualified students as described in EC Section 54691. The amount is \$900 per qualified student for fully implemented programs (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/gi/hs/cpaforms09.asp>.
  - The EOP 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. If funds have been received, they 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 [jwinthrop@cde.ca.gov](mailto:jwinthrop@cde.ca.gov). If you have questions regarding the fiscal requirements of the grant, please contact Emily Kast, Staff Services Analyst, HSIIO, by phone at 916-319-0474 or by email at [ekast@cde.ca.gov](mailto:ekast@cde.ca.gov).

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	23761	67439	01
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Sacramento City Unified SELPA 3412				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				3385	8182		<b>INDEX</b>
<b>Name of Grant Program</b> 2019-20 Part C, Early Education Programs							0663
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$139,420.00		\$139,420.00		7/1/2019	6/30/2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
<p>I am pleased to inform you that you have been funded for the Part C, Early Education Programs grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Michelle Asti-Gallegos, Staff Services Analyst          Opportunities for All Branch          Special Education Division, Administrative Services Unit          California Department of Education          1430 N Street, Room 2401          Sacramento, CA 95814-5901</p> <p style="text-align: right;"><b>RECEIVED</b>  <b>MAR 12 2020</b>  OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District</p>							
<b>California Department of Education Contact</b> Timothy Nash, Special Education Division				<b>Job Title</b> Associate Governmental Program Analyst			
<b>Email Address</b> TNash@cde.ca.gov					<b>Telephone</b> 916-319-0465		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> March 6, 2020		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>Email Address</b>					<b>Telephone</b>		
<b>Signature</b> ▶					<b>Date</b>		

Grant Award Notification (Continued)

The following grant conditions apply:

1. General assurances and certifications are required for grants supported by state funds and are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2019–20 web page at <https://www.cde.ca.gov/fg/fo/fm/generalassurances2019.asp>.
2. Please return, within 10 days, the signed Certification of Acceptance of Grant Requirements section of the AO-400, which certifies that grantee accepts and agrees to the conditions of the grant. Upon receipt, an initial payment will be issued to your County Treasurer. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure codes as indicated on this award. All approved project funds must be expended or legally obligated within the designated award period and for no more than the total amount indicated.
3. The grantee shall cover the expenses by local educational agencies to comply with the California Early Intervention Services Act, Title 14 (commencing with Section 95000) of the California *Government Code* and the Individuals with Disabilities Education Act (IDEA), 20 *United States Code* 1471 to 1485. Expenses must: (1) be documented; (2) be required (according to Part C of IDEA); and (3) increase the costs of the program. In addition, expenses may not be attributable to activities previously required under the California *Education Code* as it read on June 30, 1993.
4. The grantee must submit to the CDE by November 1, 2019, an application and budget summary. The grantee must submit an Interim Report to the CDE due no later than January 31, 2020, for reporting actual expenditures from July 1, 2019, through January 31, 2020, and projected expenditures from February 1, 2020, through June 30, 2020.
5. The grantee must submit to the CDE a Final Expenditure Report no later than September 1, 2020. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant may be reimbursed.
6. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Michelle Asti-Gallegos, Staff Services Analyst, Special Education Division, by phone at 916-319-0282 or by email at [SEDgrants@cde.ca.gov](mailto:SEDgrants@cde.ca.gov).

cc: Business Fiscal Officer: Final Expenditure Report  
Director, Special Education Local Plan Area

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	23011	67439	A1
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> WorkAbility I, Site 094				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				6520	8590		<b>INDEX</b>
<b>Name of Grant Program</b> 2019-20 WorkAbility I Program							0663
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$373,275		\$373,275		7/01/2019	6/30/2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
<p>I am pleased to inform you that you have been funded for the WorkAbility I Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Penny Cobb, Associate Governmental Program Analyst          Opportunities for All Branch          Special Education Division, Programs and Partnerships Unit          California Department of Education          1430 N Street, Room 2401          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Wes Roberson				<b>Job Title</b> Education Programs Consultant			
<b>Email Address</b> WRoberson@cde.ca.gov					<b>Telephone</b> 916-327-3671		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> February 24, 2020		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>Email Address</b>					<b>Telephone</b>		
<b>Signature</b> ▶					<b>Date</b>		

RECEIVED

MAR - 5 2020

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District



## Grant Award Notification (Continued)

### Conditions of the Grant Award

1. General Assurances are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications web page at <https://www.cde.ca.gov/fq/aa/co/ca19rfa.asp> prior to initial grant award payment.
2. **Note to Nonpublic Schools (NPS):** The CDE has agreed to accept the signed Drug-Free Workplace Certification your agency currently provides with the end-of-year renewal application. The CDE will verify that your agency has submitted the required certification prior to initial grant award payment.
3. This WorkAbility I (WAI) grant shall be administered in accordance with the provisions of the Individuals with Disabilities Education Act (IDEA) and in compliance with laws and regulations from the CDE, the Employment Development Department (EDD), and the state and federal Departments of Labor.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the Grant Award Notification (AO-400) which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE. Upon receipt, an initial payment will be issued to your County Treasurer or agency. All approved project funds must be expended within the designated award period.
5. Grant funds must be used to implement the WAI Program as indicated in the project plan and consistent with California *Education Code* 56471 Section (e), "Workability project applications shall include, but are not limited to, the following elements: (1) recruitment, (2) assessment, (3) counseling, (4) preemployment skills training, (5) vocational training, (6) student wages for try-out employment, (7) placement in unsubsidized employment, (8) other assistance with transition to a quality adult life, and (9) utilization of an interdisciplinary advisory committee to enhance project goals."
6. The following program evaluation and renewal information will be compiled and submitted by the WAI grantee to the CDE: (a) student data; (b) program funds [staffing and program cost]; and (c) End-of-Year Report and Renewal Application.
7. Grantees must serve all students for which funding was received.
8. Grantees must place into employment at least 15 percent of the students for which funding was received.
9. Grantees must achieve a score of "Basic/Developing" on the Education Code Report: a numerical score of no less than nine for high schools and no less than seven for middle schools.
10. Grantees must have representation by their WAI Program staff at two regional meetings and one required state meeting per year.
11. If a grantee receives advisory and standing committee funds, then attendance by advisory and committee members is required at up to four committee meetings per year.
12. The grantee must maintain expenditure reports with supporting evidence and be prepared to submit them to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.
13. The grantee must submit to the CDE an **Interim Expenditure Report** no later than **February 27, 2020**, for reporting actual expenditures from **July 1, 2019, through December 31, 2019**. If reported interim expenditures are less than the initial payment, then the scheduled interim payment will be reduced proportionately.

14. The grantee must submit to the CDE a **Final Expenditure Report** no later than **August 1, 2020**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant total will be reimbursed. Failure to submit the Final Expenditure Report prior to next year's state grant award issuance will affect the timely release of next year's payment and will result in conditions imposed on the grant.
15. Funds will be used for excess cost of normal expenditures when applied to staff, materials, and services that are not typically provided to students receiving special education services and that are necessary for the participation in this program.
16. The WAI grantee will provide information to WAI students with intellectual and developmental disabilities (ID/DD) ages 16 and above regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.
17. Students receiving special education services will be provided equal access to vocational education/technical/career programs and initiatives.
18. Every employed WAI student under the age of 18 shall have an approved work permit on file at the employment site, and a copy shall be filed with the WAI grantee.
19. Work-based learning opportunities must be provided in compliance with the Work Experience Education (WEE), Regional Occupational Center and Programs (ROC/P).
20. The WAI program does not discriminate on the basis of race, color, national or ethnic origin, gender, or disability in the administration of its program and complies with all laws and regulations of the Americans with Disabilities Act and other appropriate legislation.
21. The WAI grantee shall be a California public school district, NPS, county office of education, or the state special schools for the deaf and blind.
22. The WAI grantee shall have support of the local governing board.
23. The WAI grantee shall collaborate and leverage resources to provide a full array of student services with minimum administrative cost.
24. The WAI grantee shall be accountable as defined by student, program, and fiscal outcomes.
25. The WAI grantee shall actively participate in community of practice efforts, involving key stakeholders.
26. Students who participate in the WAI work experience program will be paid at least minimum wage. There is an exception for learners who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.
27. Minimum wage will not exceed the prevailing minimum wage of the city in which the student is employed.
28. All WAI students will be placed into employment settings that are in the least restrictive environment and that facilitate movement toward postschool integrated employment.
29. The WAI grantee will enter into a Local Partnership Agreement (LPA) with core partners (local educational agencies, Department of Rehabilitation districts, and regional centers) and be prepared to submit to the CDE documentation of the LPA upon request.
30. All WAI programs and their grant personnel are prohibited from text messaging while driving a government-owned vehicle or while driving their own privately owned vehicle during official grant business, or from using

government-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

31. Under authority of the CDE, if the grantee is identified as noncompliant in any of the aforementioned areas, conditions will be imposed on the grant. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Those grantees with violations will receive notification of conditions on their grant and will be instructed to develop a plan of action to remedy the noncompliance. No payments will be released to agencies with conditions on their grant until the CDE receives written notification from the agency agreeing to the conditions of the grant.

If you have any fiscal questions regarding this grant, please contact Thomas Williamson, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3530 or by email at [SEDgrants@cde.ca.gov](mailto:SEDgrants@cde.ca.gov).

cc: Business Fiscal Officer: Expenditure Report

## ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

**AT&T Corp.** and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract **C3-B-12-10-TS-01**, for the following Category/Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Category/Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year extensions</u>
<b>2</b> Network Based Managed Conferencing	April 1, 2014	December 31, 2021	0
<b>3</b> Metropolitan Area Network (MAN) Ethernet	April 1, 2014	December 31, 2021	0
<b>4.2</b> SONET – Point-to-Point Connectivity	April 1, 2014	December 31, 2021	0
<b>5</b> Managed Internet Services	April 1, 2014	December 31, 2021	0
<b>6.1</b> Hosted IVR/ACD Services	April 1, 2014	December 31, 2021	0
<b>7</b> Network Based Managed Security	April 1, 2014	December 31, 2021	0

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <https://cdt.ca.gov/services/calnet/>.

(Enter Non-State Entity name) desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

**Select One:**

**Sector**

☐ **Federal**   ☐ **Local**   ☐ **Miscellaneous**

**Select One:**

**Subsector**

☐ **City**   ☐ **County**   ☐ **Community College**  
☐ **K-12**   ☐ **Public Safety**   ☐ **Health**  
☐ **Miscellaneous**

### E-Rate Customers

Only complete if applying for E-Rate funding:

(Enter Non-State Entity name) Intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence  (Enter month, day, year) ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable servicing arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

#### ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

This ATO shall become effective upon execution by Non-State Entity, Contractor, and California Department of Technology, Statewide Telecommunications and Network Division (CDT/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by CDT/STND.

By executing this ATO, Non-State Entity may subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to CDT/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The CDT/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted to the Contractor using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20 to the Contractor, noting changes.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 Program all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

## ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

<b>Non-State Entity Name &amp; Address</b>
<b>ATTN:</b>
<b>Customer Contact &amp; Title</b>
<b>Customer Phone Number</b>
<b>Customer Email Address</b>

### Contractor Name & Address

**AT&T Corp.**  
2700 Watt Avenue, Room 1213  
Sacramento, CA 95821  
Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

### Select Category/Subcategory:

Category/Subcategory	AT&T C3-B-12-10-TS-01
<input type="checkbox"/>	Network Based Web Conferencing Category 2
<input type="checkbox"/>	Metropolitan Area Network (MAN) Ethernet Category 3
<input type="checkbox"/>	SONET – Point-to-Point Connectivity Subcategory 4.2
<input type="checkbox"/>	Managed Internet Services Subcategory 5
<input type="checkbox"/>	Hosted IVR/ACD Services Subcategory 6.1
<input type="checkbox"/>	Network Based Managed Security Category 7

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
Authorized Signature & Date	Authorized Signature & Date
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing

**Approved By:** State of California  
California Department of Technology,  
Statewide Telecommunications and Network Division

State Authorized Signature & Date	Printed Name and Title:



## E-Rate Rider

### ATTACHMENT TO CALNET3 C3-B-12-10-TS-01 ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T Corp.** [Insert name of AT&T affiliate] (AT&T) and Sacramento City Unified School District (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

#### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

**Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:**

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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## E-Rate Rider

### 6. Customer Must Choose A or B

#### A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.**

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

#### B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30<sup>th</sup> day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

### 7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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## E-Rate Rider

right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

### **8. Terms of Equipment Usage**

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

### **9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions**

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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## E-Rate Rider

replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Facilities. All early termination charges, plus recovery of entrance facility costs, will not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

### **Terms Applicable to CALNET customers with the following services:**

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

### **10. USAC Invoicing Method**

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

### **11. Reimbursement of USAC**

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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### 12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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