



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: February 6, 2025

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): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

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

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations
Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Grant

Amount

FOSTER YOUTH DEPARTMENT

County of Sacramento	<input checked="" type="checkbox"/> Yes	\$100,000
A24-00242	<input type="checkbox"/> No	No Match

Period: 7/1/24 – 6/30/25 Description: Provide the Independent Living Program to foster care youth who are enrolled in Sacramento City Unified School District-C.K. McClatchy High School. Agreement No.: 780500-25-012. Services include: program will provide support and services to assist the youth in making the transition from foster care to independent living.

NUTRITION SERVICES DEPARTMENT

State of California	<input checked="" type="checkbox"/> Yes	\$610,140
Dept of Food and Agriculture	<input type="checkbox"/> No	No Match
A24-00245		

Period: 1/1/25 – 12/31/26 Description: 2023-24 California Farm to School Incubator Grant Program. SCUSD will connect local produce procurement, including highlighting local produce in school salad bars, with hands-on food education programs across the District. Project will partner with Food Literacy Center to provide professional development for nutrition staff to build farm to school knowledge as well as expand hands-on farm to school education to additional Title I ES and HS students with SCUSD.

STUDENT SUPPORT AND HEALTH DEPARTMENT

Tetteh Pediatric Health	<input checked="" type="checkbox"/> Yes	\$0
A24-00246	<input type="checkbox"/> No	No Match

Period: 8/1/24 – 7/31/25 Description: Part of the Childhood Immunization Project. Provide COVID-19, influenza and childhood immunizations to children 6 months through 18 years of age throughout SCUSD school sites.

SPECIAL EDUCATION DEPARTMENT

California Department of Education	<input checked="" type="checkbox"/> Yes	\$30,500
A24-00248	<input type="checkbox"/> No	No Match

Period: 7/1/24 – 9/30/26 Description: Supporting Inclusive Practices for SELPA 3412. Individuals with Disabilities Education Act Part B, Section 611 for the Special Education Department. Ensuring children with disabilities receive a free and appropriate public education.

LUTHER BURBANK HIGH SCHOOL

Sacramento Native American Health	<input checked="" type="checkbox"/> Yes	\$0
A24-00165	<input type="checkbox"/> No	No Match

Period: 8/1/24 – 7/31/27 Description: MOU collaboration for the provision of health care services to eligible Luther Burbank HS students. Goal is to provide students with services same day, stand-by appointment, and/or soonest available appointment.

HEALTH PROFESSIONS HIGH SCHOOL

UC Regents, Davis Health A24-00249	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
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Period: 1/1/25 – 6/30/26 Description: MOU for the collaboration to increase awareness of clinical research as profession for students and to educate community about clinical research in general.

C.K. MCCLATCHY HIGH SCHOOL

Department of the Air Force A24-00227	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
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Period: 9/27/24 – 6/30/29 Description: Renewal MOU acting thru the Holm Center Commander to continue JRROTC Program at C.K. McClatchy High School.

YOUTH DEVELOPMENT DEPARTMENT

California Department of Education A24-00250	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$9,160,217 No Match
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Period: 7/1/24 – 6/30/25 Description: After School Education and Safety Grant. Grant provides literacy, academic enrichment and safe constructive alternatives for students in TK through 9th grade.

C.K. MCCLATCHY HIGH SCHOOL

California Department of Education A24-00251	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$74,700 No Match
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Period: 7/1/24 – 6/30/25 Description: Law and Public Policy Academy Prop 98 Grant at C.K. McClatchy High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships

HIRAM JOHNSON HIGH SCHOOL

California Department of Education A24-00252	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
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Period: 7/1/24 – 6/30/25 Description: Corporate Business Academy Prop 98 Grant at Hiram Johnson High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships

HIRAM JOHNSON HIGH SCHOOL

California Department of Education A24-00253	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
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Period: 7/1/24 – 6/30/25 Description: Health and Medical Sciences Academy Prop 98 Grant at Hiram Johnson High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships

<u>HIRAM JOHNSON HIGH SCHOOL</u>		
California Department of Education A24-00254	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
Period: 7/1/24 – 6/30/25 Description: Law/Criminal Justice Academy Prop 98 Grant at Hiram Johnson High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>JOHN F. KENNEDY HIGH SCHOOL</u>		
California Department of Education A24-00255	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$57,600 No Match
Period: 7/1/24 – 6/30/25 Description: Criminal Justice and Community Services Academy Prop 98 Grant at John F. Kennedy High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>LUTHER BURBANK HIGH SCHOOL</u>		
California Department of Education A24-00256	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$63,000 No Match
Period: 7/1/24 – 6/30/25 Description: Building Trades Academy Prop 98 Grant at Luther Burbank High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>LUTHER BURBANK HIGH SCHOOL</u>		
California Department of Education A24-00257	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
Period: 7/1/24 – 6/30/25 Description: Law and Social Justice Academy Prop 98 Grant at Luther Burbank High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>COLLEGE AND CAREER READINESS DEPARTMENT</u>		
California Department of Education A24-00261	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$332,879 No Match
Period: 4/2/24 – 6/30/29 Description: Golden State Pathways Program: Implementation Grant. Promote pathways in high-wage, high-skill, high-growth areas, including technology, health care, education and climate-related fields.		

<u>LUTHER BURBANK HIGH SCHOOL</u>		
Department of the Navy A24-00264	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 1/22/25 – 6/30/29 Description: Renewal MOU acting thru the Naval Service Training Command (NSTC) NJROTC Program at Luther Burbank High School.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Alice Birney Waldorf TK-8 Health Services	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
ITEMS	
(32 ea.) Chromebooks (14 ea.) Laptops (5 ea.) Misc.-keyboards, mice, etc	
TOTAL VALUE	
\$0.00	STATUS: The District has determined these items are not repairable nor usable.
DISPOSAL METHOD	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
e-Waste	

RECOMMENDED BID AWARDS – NUTRITION SERVICES

Bid No. Request for proposal (RFP) 24-25810C Nutrition Services Distributor Food

Bids Received: 2:00 PM, December 06, 2024

Recommendation: Award to: See Award Schedule Below

Amount/Funding: See Award Schedule Below / Cafeteria Fund

This RFP was lawfully advertised on November 08 and November 12, 2024. This is a one (1) year award with the option of two (2), one (1) year extensions. This is a line item RFP. Items awarded are in line with Government Code and the Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	LINE ITEMS	AMOUNT
Sysco Sacramento	Pleasant Grove, CA	3, 5, 8, 9, 10, 12, 13, 15, 16, 21, 23, 25, 26, 29, 31, 34, 37, 38, 39, 40, 42, 43 1, 2, 4, 6, 7, 11, 14, 17, 18,	\$625,524 \$284,433
Gold Star Foods	Ontario, CA	19, 22, 24, 28, 32, 35, 36	
The Danielson Co.	Chico, CA	20, 30	\$66,540
Leverage Buying Group	Sacramento, CA	27, 33, 41, 44	\$69,568

RECOMMENDED BID AWARDS – TECHNOLOGY DEPARTMENT

Bid No: 25-0116-2 eRate Core Switch and Wireless Support

Bids received: 3:00 pm; December 4, 2024

Recommendation: Award to Converge One

Funding Source: eRate and General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Converge One	Bloomington, MN	\$220,784 eRate Cost \$38,962 non eRate Cost
GigaKOM	San Diego, CA	\$266,903 eRate Cost \$47,100 non eRate Cost
DGI Development	Redding, CA	\$285,694 eRate Cost \$50,417 non eRate Cost
AMS/MGT	Livermore, CA	\$290,832 eRate Cost \$51,323 non eRate Cost

Bid No: 25-0116-3 eRate Internet Service

Bids received: 4:00 pm; January 8, 2025

Recommendation: Award to Zayo Group, LLC

Funding Source: eRate and General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Zayo Group, LLC	Nashville, TN	\$36,169 eRate Cost \$2,009 non eRate Cost
AT&T	Chico, CA	\$no bid on desired speed eRate Cost \$no bid on desired speed non eRate Cost
Consolidated Communications	Roseville, CA	\$49,702 eRate Cost \$2,761 non eRate Cost

Bid No: 25-0116-4 eRate Category Two Core Switch Equipment

Bids received: 4:00 pm; January 8, 2025

Recommendation: Award to Converge One

Funding Source: eRate and General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Converge One	Bloomington, MN	\$1,860,422 eRate Cost \$479,595 non eRate Cost
AMS/MGT	Livermore, CA	\$2,026,101 eRate Cost \$508,832 non eRate Cost
GigaKOM	San Diego, CA	\$1,933,390 eRate Cost \$492,472 non eRate Cost
CDW	Vernon Hills, IL	\$871,587 eRate Cost \$305,095 non eRate Cost

*CDW bid alternative so additional costs would be required for training on splitting systems/hardware, etc.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0822-401 Maintenance & Operations Facilities Office TI
Bids received: 2:00 pm; January 17, 2025
Recommendation: Award to Rodan Builders
Funding Source: Proceeds Sale of Land/Building

BIDDER	BIDDER LOCATION	AMOUNT
Rodan Builders	Hayward CA	\$2,709,300
S+B James Construction	West Sacramento CA	\$2,863,612
Otto Construction	Sacramento CA	\$2,882,000
Mar Con Builders	Oakland CA	\$3,059,450

Bid No: 0130-410 Golden Empire Switchgear
Bids received: 10:00 am; January 17, 2025
Recommendation: Award to Hankins Group, Inc.
Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Hankins Group, Inc.	Chico, CA	\$156,200
Ample Electric, Inc.	Sacramento, CA	\$180,365

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Hollywood Park Campus
Recommendation: Award to Clark and Sullivan Construction
Amount/Funding: \$46,280 / Measure H

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”.

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: C.K. McClatchy HS Telecenter

Recommendation: Bockmon & Woody Electric Company was awarded construction services on August 17, 2023 Board of Education meeting; Measure Q Funds. This project consists of provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system.

Original Contract Amount: \$1,575,090; Measure Q Funds

Approve Change Order No. 1 <\$143,190>; Measure Q Funds for Owners Unused Allowance.

New Total Contract Amount: \$1,431,900; Measure Q Funds

Project: Leonardo da Vinci K-8 Telecenter

Recommendation: Bockmon & Woody Electric Company was awarded construction services on September 7, 2023 Board of Education meeting; Measure Q Funds. This project consists of provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system.

Original Contract Amount: \$874,665; Measure Q Funds

Approve Change Order No. 1 <\$41,497>; Measure Q Funds for Owners Unused Allowance.

New Total Contract Amount: \$833,168; Measure Q Funds

Project: Hiram Johnson HS Telecenter

Recommendation: Bockmon & Woody Electric Company was awarded construction services on August 17, 2023 Board of Education meeting; Measure Q Funds. This project consists of provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system.

Original Contract Amount: \$1,412,675; Measure Q Funds

Approve Change Order No. 1 <\$128,425>; Measure Q Funds for Owners Unused Allowance.

New Total Contract Amount: \$1,284,250; Measure Q Funds

Project: Fern Bacon MS Modernization / New Construction

Recommendation: Nacht & Lewis Architects was awarded architectural services at the October 5, 2023 Board of Education Meeting; Measure H Funds. This project consists of demolition of four (4) existing buildings, paving, landscaping, and utilities. Construction of one (1) two-story classroom building and two (2) classroom buildings. Modernization of the existing multi-purpose building and gymnasium. Completion of site work, paving, landscaping and fencing.

Original Contract Amount: \$3,780,000; Measure H Funds

Approve Amendment No. 1 \$1,608,000; Measure H Funds for revised construction cost budget reconciliation.

New Total Contract Amount: \$5,388,000; Measure H Funds

Project:

Ethel Phillips Campus Renewal

Recommendation:

XL Construction was awarded preconstruction services at the December 19, 2024 Board of Education Meeting; Measure H Funds. This project consists of replacement of interior finishes, ADA improvements, kindergarten/TK classroom relocation, HVAC upgrades, main parking lot redesign, new landscaping and irrigation systems, underground utility replacement, and new PC Modular buildings. .

Original Contract Amount: \$110,008; Measure H Funds

Approve Amendment No. 1 \$849,060; Measure H Funds for long-lead items for the Timberquest Classroom J1 and J2 materials.

New Total Contract Amount: \$959,068; Measure H Funds

**DEPARTMENT OF CHILD, FAMILY AND ADULT SERVICES
STAFF SUMMARY AND COORDINATION SHEET FY2024-2025**

September 6, 2024

SUBJECT: AGREEMENT

Division: Child Protective Services
Contractor: Sacramento City Unified School District.
Agreement Number: 7805000-25-012
Maximum Payment: \$100,000
Contract Term: July 1, 2024 through June 30, 2025
Section 71-J Status: Not Subject to Section 71-J
Resolution Number: 2024-0440
Contract Authority: N/A
ETB signed/on-file: On File

Attached for review and approval is an agreement to provide the Independent Living Program to foster care youth who are enrolled in the school district.

This contract has been reviewed and approved by County Counsel on September 5, 2024.










SECTION 71-J

The provisions of Section 71-J do not apply to this contract, as County employees do not provide these types of services.

Thank you,

Tom Hannon
Contract Analyst

COORDINATION: Please sign and return via DocuSign. Thank you.

NAME	ACTION	INITIALS	DATE
T. Hannon	Concurrence		9/9/2024
D. Sundquist-Alafranji	Concurrence		9/9/2024
Z. Saeteurn	Concurrence		9/9/2024
S. Sandmeier	Concurrence		9/10/2024
S. Sellers	Concurrence		9/11/2024
M. Chavez	Concurrence		9/11/2024
M. Lloyd	Concurrence		9/11/2024
D. Morris	Concurrence		9/12/2024
M. Callejas	Approval and Signature		12/18/2024

COUNTY OF SACRAMENTO**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

CONTRACT ANALYST: _____ Thomas Hannon _____ 875-7131 _____

DCFAS AGREEMENT SUMMARY COVER SHEET

CONTRACTOR's NAME: _____ Sacramento City Unified School District _____

Subject of Agreement: _____ Provide independent living Program Services to foster youth _____

Contract Term: _____ July 1, 2024 _____ through _____ June 30, 2025 _____

Maximum Payment to Contractor through this _____ \$100,000.00 _____

Agreement: County Counsel Approval: Robert Parrish Date 9/5/2024

or

County Counsel Approval Not Required: _____ (Sacramento County Code Section)

Authorized by: _____ 2024-0440 _____ (Sacramento County Resolution Number or County Code Section)

☐ Tax Waiver Granted _____☐ Tax Waiver Denied _____☒ Standard Agreement CA Agency Agr☒ Five or more employees letter on file☐ Non-Standard Agreement _____

Exhibit D _____

Risk Management has approved the waiver for insurance requirements ☐Risk Management has approved indemnification modifications ☐

This contract must be reviewed and approved by County Counsel under Sacramento County Code Section 2.61.014:

☐ 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J☒ 2.61.014 (b): Contract approved in concept or otherwise authorized by Board **except those reviewed from the prior fiscal year.**☐ 2.61.014 (c): Contract for services not previously provided by or to the department☐ 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel☐ 2.61.014 (e): Contract with another governmental entity☐ 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property☐ 2.61.014 (g): Contract requiring waiver of withholding☐ 2.61.014 (h): Retroactive contracts**FISCAL SUMMARY**

Fund Center: _____ 7805000 _____ G/L Account: _____ 30310500 _____ Order #: _____ CC51840 _____

CONTRACTOR's Federal Tax Identification Number: _____ 94-6002491 _____

☐ CONTRACTOR ☒ SUBRECIPIENT

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the goal of Sacramento County, Department of Child, Family and Adult Services, hereinafter referred to as "DCFAS," Child Protective Services, hereinafter referred to as "CPS," is to protect children from abuse and neglect, and to strengthen families and provide permanent homes; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2024-0440 on June 11, 2024, authorizing the Department of Child, Family and Adult Services, hereinafter referred to as "DCFAS", to enter into an agreement with CONTRACTOR to provide services to children in Sacramento County and authorized the use of additional amendment authority, as authorized in Sacramento County Code Section 2.61.440; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, monetary decreases, to assign or to terminate these agreements, to extend agreement terms as needed, and to monetarily increase the total amount of each agreement and contract pooled authority by no more than 10 percent of the total value of each agreement so long as existing budget appropriations are not exceeded; and

WHEREAS CONTRACTOR has the expertise and facility required to provide Independent Living Skills education to children in Sacramento County; and

WHEREAS COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2025.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Child, Family and
Adult Services
P.O. Box 269057
Sacramento, CA 95826

TO CONTRACTOR

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

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed,

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012****XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR (or in the case of SVS MOUs HOST SITE) agrees and assures COUNTY that CONTRACTOR/HOST SITE and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

ordinances and not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided under this Agreement, because of race, ancestry, marital or parental status, or military status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. MUTUAL INDEMNIFICATION

- A. COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless, CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that,

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
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where comparative 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 the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors.

XVII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all websites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICE LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

- C. All claims, invoices, and monthly reports must be submitted by the fifteenth (15th) day of the month following the claim period. Estimated invoices for services provided through the month of June in the current fiscal year must be submitted no later than June 10th of the same fiscal year. Invoices submitted after July 10th for the prior year shall not be honored by the COUNTY, unless CONTRACTOR has obtained prior written COUNTY approval.
- D. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 10th, after the end of the fiscal year.
- E. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- F. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Child, Family and Adult Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount that exceeds a pro-rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012****XXX. REPORTS**

CONTRACTOR shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all the terms, conditions, price discounts, and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXVIII. DRUG-FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug-free workplace pursuant to Government Code Section 8355.

XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
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in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XL. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLI. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, and E attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

Signed by:
By Michelle Callejas
C8B65A621EF14AE...

Michelle Callejas, Director, Department of Child, Family and Adult Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (H)

Date: 12/18/2024

Signed by:
By Janea Marking
6D79D9C4D46A455...

Janea Marking, Chief Business and Operations Officer

Date: 1/7/2025

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Robert Parrish Date: 9-5-2024

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT A to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

SERVICE REQUIREMENTS

I. SERVICE LOCATIONS

Facility Name: C.K. McClatchy High School
Street Address: 3066 Freeport Boulevard
City and Zip Code: Sacramento, CA 95818

Facility Name: Foster Youth Services
Sacramento City Unified School District
Street Address: 5735 47th Avenue
City and Zip Code: Sacramento, CA 95824

II. SERVICE PERFORMANCE MONITOR

Name and Title: Stephanie Sandmeier, Program Planner, DCFAS
Address: P.O. Box 269057, Sacramento, CA 95826-9057

III. DESCRIPTION OF SERVICES

CONTRACTOR shall:

- A. Provide a program to all the Independent Living Program Eligible youth that reside within the district boundaries and/or are attending a school within the district. The program shall provide support and services to assist the youth in making the transition from foster care to independent living. The program shall include an "Independent Life Skills" (ILS) class/workshop that provides instruction in basic life skills and assist the youth(s) in setting and obtaining realistic goals for their future. The program's curriculum shall focus on developing students' social skills, health awareness, finances, job/career development, and survival skills for independent living. Foster Youth students shall earn educational credit, if applicable, for the successful completion of the course. ILS class curriculum shall be provided to COUNTY (ILP Coordinator) and at least 75% of the curriculum shall consist of experiential (hands-on) activities.

- B. Include student role-play experiences that will enable students to function independently as productive citizens. This shall be accomplished through "life skills education", a learning process that assists individuals to develop the effective skills they need to be productive successful adults.
- C. Provide individual instruction, life skills assessment, and emancipation/AB 12 (extended foster care) planning services to ILP students. Services shall be provided by staff who hold a Pupil Personnel Services Credential; or a Teaching Credential; or a Bachelor's degree in social service, counseling, or psychology field. Staff holding any other combination of education and experience must have prior written approval from COUNTY.
- D. Districts will identify and prioritize eligible foster youth based on:
 - 1. Grade level - with seniors being highest priority
 - 2. Age - with oldest being highest priority
 - 3. Out-of-county youth
 - 4. Active participation in ILP services
- E. Districts will actively recruit a youth facilitator who is a former foster youth whose incentive will be paid for by ILP.
- F. Discuss permanency resources and services at the beginning and end of each school year. Ask each student to identify their permanent and supportive person at the beginning and end of each school year. Document this information in the COUNTY ILP Database at the beginning and end of the school year.
- G. Provide access to Independent Living Skills (ILS) classes or workshops to senior-year students enrolled in the Sacramento County, Department of Child, Family and Adult Services (DCFAS) Independent Living Program (ILP) that address all mandated service components pursuant to CDSS Division 31 Regulations, Section 525.8. A minimum of 21 hours of classes/workshops shall be made available during the contract period. Each class/workshop shall be taught by a Pupil Personnel Services (PPS) credentialed Social Worker, PPS Counselor, or other professional holding the PPS or teacher credential. CONTRACTOR shall submit qualifications to, and request prior written approval from COUNTY to use any other professional as an instructor in the ILS class. CONTRACTOR may partner with another district to provide classes/workshops. All flyers for ILS classes and workshops shall be provided to the COUNTY within 30 days of the first day of the semester.
- H. Provide the roster of attendance to COUNTY for all youth attending ILP classes and not enrolled in ILP within two weeks of their initial attendance in the class. CONTRACTOR shall refer students attending ILP classes but not enrolled in ILP to the COUNTY ILP social worker and/or case carrying social worker to verify enrollment and determine eligibility.

- I. Complete and submit to COUNTY incentive request forms for eligible ILP youth who attend the ILP class.

For any additional incentives purchased by the CONTRACTOR to include gift cards, they must be purchased and distributed to youth to help achieve the program objectives. When gift cards are purchased, the CONTRACTOR must keep a record of the number of gift cards purchased, dollar amount, and gift card number. How many gift cards remaining/on hand after distribution. For every gift card distributed the CONTRACTOR must document the youth's signature, the dollar amount, gift card number, and a description of the purpose for distribution, to be sent to the COUNTY upon request. Gift cards can be subject to audit by County as needed.

- J. Within 60 calendar days of case assignment, ensure that all youth receiving ILP services complete an initial Nationally recognized or Departmentally approved Life Skills assessment and a subsequent Nationally recognized or Departmentally approved Life Skills assessment prior to the end of the school year. Copies to be submitted to the COUNTY social worker and the COUNTY ILP program for case plan development. New cases will not be assigned to CONTRACTOR during the summer break (June – August).
- K. Transportation assistance may be obtained by requesting bus passes from the COUNTY Social Worker or COUNTY Probation Officer. County ILP vans will be available for district use upon request.
- L. Collaborate with the case carrying social worker or probation officer so that the Transitional Independent Living Plan (TILP) provides a comprehensive life skills inventory assessment and individual service plan preparing them to leave school with integrated work and living options and coordinated support systems shall be identified to maintain and enhance these options.
- M. Provide, for all ILP students, a workable plan for completing high school and assistance in identifying a vocational interest and a corresponding training plan.
- N. Provide each student a minimum of one individual school staffing or Emancipation Conference in which a graduation plan shall be developed for the student. Attend emancipation conferences for district identified youth. Contact the placement worker or probation officer immediately if a student does not have enough credits to obtain a high school degree. Assist the placement worker or probation officer in extending the placement or assist the youth in an alternate plan for obtaining a High School Diploma, General Education Diploma or Adult Education Diploma. Should a youth transition to a new ILP social worker at any time throughout the school year that plan shall be shared with the newly assigned worker. COUNTY will provide notification of scheduled

conferences to CONTRACTOR or CONTRACTOR shall schedule conference with participants.

- O. Contact youth face to face at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within fifteen working days of contact.
- P. Contact the placement social worker or probation officer via phone, email or face to face contact with updates on a youth's participation in the program at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within fifteen working days of contact.
- B. Provide services to all youth eligible for the Independent Living Program as defined by the COUNTY that reside within the district boundaries and/or are attending a school within the district. The youth will be referred to the DISTRICT by the COUNTY.
- Q. Review all cases for case management compliance and sign off on the transfer summary or case closure forms prior to returning the cases to the COUNTY. The CONTRACTOR'S Foster Youth Services Coordinator shall fulfill this requirement.
- R. Work in collaboration with other ILP-funded school districts to ensure continuity of services to ILP foster youth.
- C. Recruit and refer ILP eligible youth to ILP services in their respective school district by researching the school database. CONTRACTOR shall fill out and submit to COUNTY the ILP referral with as much information as possible for each newly identified child.
- S. Casey Life Skills Assessments and Service Plans shall be submitted to the COUNTY ILP program as completed. Assessments and Service Plans shall be used to develop TILP and track participation in ILP services.
- T. Complete a Delivered Service Logs that include a list of mandated services for each student based upon CDSS Division 31 Regulations, Section 525.8. Mandated services include but are not limited to:
 - 1. Education
 - 2. Career Development
 - 3. Health Promotion
 - 4. Mentor Referral
 - 5. Daily Living Skills
 - 6. Financial Resources
 - 7. Housing Information

- U. Work in collaboration with other ILP funded school districts and the COUNTY. CONTRACTOR shall attend ILP Advisory Meetings and other applicable training/meetings.

VI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall provide the roster of attendance to COUNTY ILP Office within two weeks of the initial class to verify enrollment in COUNTY ILP services.
- B. CONTRACTOR shall complete and submit to the COUNTY ILP Office incentive request forms for eligible foster youth who attend ILP classes and/or who participate in or complete COUNTY ILP approved activities. Incentives are based on funding availability.
- C. CONTRACTOR shall collect and submit performance outcomes obtained from youth at ILP classes and/or during one-on-one ILP counseling at the end of each semester within two weeks of the last ILS class offered during each semester to the COUNTY ILP office.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

**EXHIBIT B to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance –or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability (including sexual molestation and abuse coverage), workers compensation, property, professional liability (including sexual molestation and abuse coverage, unless included under general liability), cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT C to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The maximum total payment amount under this Agreement is: \$100,000.

II. COMPENSATION COMPONENTS

Compensation for services rendered under this Agreement shall be in accordance with the budget and invoice form outlined in the following page(s). Services rendered shall be billed at the usual customary rates for services actually rendered. Total compensation, including fees, expenses, and profits, for services rendered by CONTRACTOR shall not exceed the maximum total payment amount indicated above in Section I.

III. CONTRACT REIMBURSEMENTS

A. CONTRACTOR shall be reimbursed by COUNTY monthly. CONTRACTOR will be reimbursed for all service expenses in the fiscal year they were incurred.

B. Unspent funds from this contract may not be rolled over into future fiscal years.

IV. CLAIMS/INVOICING/BUDGET

Billing Methodology and Retention of Records

A. Upon return of this signed Agreement, CONTRACTOR shall provide COUNTY with a cost allocation plan/billing methodology. No invoice payments shall be made under this Agreement until CONTRACTOR's cost allocation plan/billing methodology is received by the COUNTY.

B. CONTRACTOR shall retain documentation to substantiate all charges for line items claimed on invoices. Documentation may include timesheets and paystubs for personnel used in this contract, receipts, invoices or bills for items claimed. Documentation shall be made available to DCFAS upon request, or provided to an auditor in case of an audit, within 5 business days of request.

Format and Deadlines for Submission of Invoices

- A. CONTRACTOR must submit all invoices and monthly reports by the fifteenth (15th) day of the month following the invoice period. All claims/invoices must include substantiating documentation. Substantiating documentation may include, but not limited to: detailed general ledger reports, invoice calculation worksheets, pooled costs worksheets, indirect/administration calculation worksheets, expense reports, payroll reports, paystubs, timesheets, invoices, contracts, policy and procedures. Only actual expenses may be claimed for reimbursement.
- B. Estimated invoices for services provided through the month of June in the current fiscal year shall be submitted no later than June 10th of the same fiscal year and will be paid at 50% of the estimated invoices. Final invoices shall be submitted by July 15th or earlier, to be paid the difference from the final invoices and estimated invoice(s). If final invoices are less than the estimated invoices, CONTRACTOR shall reimburse COUNTY the difference within 30 calendar days. Invoices submitted after July 15th for the prior fiscal year shall not be honored by COUNTY, unless CONTRACTOR has obtained prior written COUNTY approval.
- C. CONTRACTOR shall submit claims/invoices on a form approved by COUNTY, in an amount not to exceed actual expenditures incurred during the reporting period. Invoices must include the following statement and signed by the official authorized to legally bind CONTRACTOR.
- D. CONTRACTOR shall submit invoices electronically to: dcfas-contractinvs@saccounty.gov. Invoices shall be submitted in 10-point font or larger, and be formatted and print ready.
- E. Each invoice submitted by CONTRACTOR shall include the applicable agreement number and identify the month in which the service was incurred.

V. BUDGET

This format is to be used by CONTRACTOR in claims for payment for services provided.

INVOICE FORM**Bill to:** County of Sacramento, Department of Child, Family, and Adult Services (DCFAS)**Agreement No.:** 7805000-25-012**Agency:** Sacramento City Unified School District**Program:** Independent Living Program**Budget Period:** 7/1/2024 through 6/30/2025 **Allocation:** \$100,000**Invoice Period:** **From:** _____ **To:** _____

Budget Items	Actual Expenses		Annual Allocated Budget	Balance
	Current	Cumulative		
PERSONNEL EXPENSES				
Coordinator II & Ed Liaison			\$15,816	\$15,816
Foster Youth Services Program Associate			\$30,684	\$30,684
Taxes and Benefits			\$35,336	\$35,336
TOTAL PERSONNEL EXPENSES:			\$81,836	\$81,836
OPERATING EXPENSES				
Instructional/Noninstructional Materials/School Uniforms			\$4,367	\$4,367
Travel/Mileage Reimbursement			\$3,000	\$3,000
Conferences			\$2,500	\$2,500
Field Trips			\$4,000	\$4,000
TOTAL OPERATING EXPENSES:			\$13,867	\$13,867
SUBAWARD/SUBCONTRACTOR EXPENSES				
TOTAL SUBAWARD/SUBCONTRACTOR EXPENSES:			\$0	\$0
TOTAL PERSONNEL, OPERATING, AND SUBAWARD/SUBCONTRACTOR EXPENSES:			\$95,703	\$95,703
TOTAL INDIRECT EXPENSES (based on the CDE approved rate 4.49% FY24-25 for SCUSD 34- 67439)			\$4,297	\$4,297
GRAND TOTAL (Personnel+ Operating + Subaward/Subcontractor + Indirect)			\$100,000	\$100,000

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract Agreement with the County of Sacramento. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Authorized Signature

Date

Prepared by

Phone

VI. BUDGET REVISION REQUESTS

A request for line item transfers within budget categories shall be made prior to any effected expenditure. Line item transfers may be approved, provided such transfers do not exceed the total Agreement amount or compromise the intent of the program/services. Budget revision requests shall be made on COUNTY's budget revision form which may be obtained from the Contractor Monitor listed in Exhibit A, attached herein. CONTRACTOR shall submit all budget revision requests to the Contractor Monitor. Budget revision request forms shall be submitted on or before the invoice due date.

Budget revisions are required when:

- A. Expenses within an object level (Total Personnel Expenses, Total Operating Expenses, Total Subawards/Subcontractors, and Total Indirect Expenses) exceed the amount budgeted by more than 10%;
- B. There is no object level and expenses within a line item exceed the amount budgeted by more than 10%; or
- C. Positions included in the budget change so significantly that the change results in a change of the scope of work.

When an object level (or line item if only one object level) is overspent by 10% or more, the invoice shall be accompanied by a budget revision request form before consideration of payment. COUNTY will not pay for any object levels (or line item if only one object level) that are more than 10% overspent.

- A. Budget revision requests are subject to review and approval by COUNTY.

- B. Proposed budget revisions shall align with the scope of work outlined in the executed Agreement. Proposed changes not in alignment with the scope of work may be subject to a contract amendment.
- C. Proposed budget revisions shall be requested in advance of a change in planned expenditures.
- D. Budget revision requests shall not be used to acquire year-end program materials, supplies or equipment for use after the contract term expires.
- E. Indirect costs will be paid at a de minimis rate of 10% of Modified Total Direct Costs (MTDC). Modified Total Direct Costs is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other distorting items will be excluded when necessary to avoid a serious inequity in the distribution of indirect costs. (2 C.F.R. § 200 (2023) [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards].) No documentation is required to justify the 10% de minimis indirect cost rate. (2 C.F.R. § 200.414, subd. (f).)

Federally certified rates in excess of 10% will be honored with documentation in lieu of the de minimis rate of 10%.

Budget revision approval process:

- A. CONTRACTOR shall submit a Budget Revision form. All budget revisions will require a written narrative that includes the reason for the change and details related to the impact of the specific line items. When costs exceed budget, the factor(s) causing the overage should be noted.
- B. COUNTY staff shall review budget revision requests and ask clarifying questions of CONTRACTOR as necessary.

VII. COMPLIANCE WITH FEDERAL AND STATE GUIDELINES AND REQUIREMENTS

- A. If this Agreement is funded by Federal funding, it is understood that all records of revenue or expenditures under this Agreement shall comply with 2 C.F.R Part 200, which establishes the uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities. (2 C.F.R. § 200 (2023).)

- B. If this Agreement is funded by State funding, it is understood that all records of revenue or expenditures under this Agreement shall be subject to compliance with the respective State funding requirements.
- C. If this Agreement is funded by County of Sacramento General/Local funding, it is understood that COUNTY shall require CONTRACTOR to subject all records or expenditures under this Agreement to 2 C.F.R. § 200 compliance requirements, unless CONTRACTOR has obtained prior written approval from COUNTY to the contrary.
- D. The following information shall be maintained by CONTRACTOR:
 - 1. A cost allocation plan;
 - 2. Log of funding sources;
 - 3. Internal control procedures;
 - 4. Functional time study where staff allocate a share of cost to this Agreement
 - i. Functional time studies must be conducted at least twice per fiscal year;
 - 5. Procedures and documentation that evidence CONTRACTOR's supervision of subawards' performance and fiscal compliance.

Internal Use Only

☒ Exhibit C reviewed and approved by Fiscal Services

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT D to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and

17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:

1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation, therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the

bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VII. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

VIII. MONITORING

A. COUNTY shall monitor the Program and the adequacy of CONTRACTOR's performance in the manner which COUNTY deems most effective. CONTRACTOR shall cooperate with COUNTY in such monitoring.

B. CONTRACTOR shall prepare and submit to COUNTY reports in the form and manner prescribed by COUNTY. Such reports may be subject to audit by COUNTY or COUNTY's designated auditors as required by federal regulations or departmental requirements.

- C. CONTRACTOR shall comply with all Federal OMB requirements for Single Audit, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this Agreement regardless of funding sources

IX. RUSSIAN ECONOMIC SANCTIONS

- A. Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect.
- B. If the total amount of this Agreement is \$5,000,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT E to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

SCHEDULE OF FEDERAL FUNDS

- I.** ☐ If box is checked, there are **no** Federal funds in this contract.
- II.** ☐ If box is checked, there are Federal funds in this contract. CONTRACTOR is NOT a subrecipient.
- III.** ☒ If box is checked, there are Federal funds in this contract. CONTRACTOR IS a subrecipient.

Federal funding details for this contract are as follows:

A.	Assistance Listing Number:	93.674
	Assistance Listing Title:	Chafee Foster Care Independence Program
	Award Name and Federal Award Identification Number (FAIN):	N/A (via CDSS County Fiscal Letter Only)
	Award Year:	FY 2024-2025
	Were funds awarded for research and development activities?	No
	Name of the Federal awarding agency:	Federal HHS
	Name of the Pass Thru entity:	DCFAS
	Amount in this contract:	\$100,000.00

- IV.** Total Federal Funds in this contract: \$100,000.00
- V.** CONTRACTOR'S DUNS Number is: 060697109
- VI.** CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VII.** At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph II of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT F to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY:  Signed by:
Janea Marking
6D79D9C4D46A455... DATE: 1/7/2025

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

GRANT AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
24-0777-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY’S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT’S NAME
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2. The Agreement Term is: January 1, 2025 through December 31, 2026
3. The maximum amount of this Agreement is: \$610,140.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information2 Pages

Exhibit B: General Terms and Conditions5 Pages

Exhibit C: Payment and Budget Provisions2 Pages

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT

RECIPIENT’S NAME (Organization’s Legal Name)
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY (Authorized Signature) ? Janea Marking	DATE SIGNED 01/14/2025
---	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING
Janea Marking, Chief Business and Operations Officer

ADDRESS
5735 47th Avenue, Sacramento, California 95824-4528

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) ?	DATE SIGNED
--------------------------------	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
California Farm to School Incubator Grant Program

Project Title: Sacramento City Unified School District's Farm to Cafeteria Project

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Nicholas Anicich	Name:	Diana Flores
Division/Branch:	Inspection Service / Office of Farm to Fork	Organization:	Sacramento City Unified School District
Address:	2399 Gateway Oaks Drive	Address:	5735 47th Avenue
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Sacramento, CA 95824
Phone:	916-917-6736	Phone:	916-395-5600
Email Address:	nicholas.anicich@cdfa.ca.gov	Email Address:	diana-flores@scusd.edu

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rachel Beck	Name:	
Division/Branch:	Inspection Services / Office of Farm to Fork	Organization:	
Address:	2399 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-516-2213	Phone:	
Email Address:	rachel.beck@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
--

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ **does** ☒ **does not** **support R&D.**

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B**GENERAL TERMS AND CONDITIONS****1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.



CDFA OFFICE OF
FARM to FORK

ATTACHMENT A: SCOPE OF WORK

Granting Agency: California Department of Food and Agriculture, Office of Farm to Fork (CDFA-F2F)

Grant Program: 2023-24 California Farm to School Incubator Grant Program

Funding Track: Track 1: The California Farm to School TK-12 Procurement and Education Grant

Grantee Name: **Sacramento City Unified School District**

Award Amount: **\$610,140.00**

A. Project Title: Sacramento City Unified School District's Farm to Cafeteria project

B. Project Summary: Sacramento City Unified School District (SCUSD) will connect local produce procurement, including highlighting local produce in school salad bars, with hands-on food education programs across the district. This project will partner with Food Literacy Center to provide professional development for nutrition staff to build farm to school knowledge, as well as expand hands-on farm to school education to additional Title-1 elementary students and high school students within SCUSD. The Urban Garden at Luther Burbank High School will expand its agriculture program to include hands-on cooking education with produce grown on the school farm. A farm to school educational video, shared to all elementary and high school students, will be created each year by a credentialed Career Technical Education (CTE) educator to showcase how fruits and vegetables from local farmers make it to their salad bar.

C. Previous Grant Program Recipient? Yes

1) **Grant agreement number:** 20-1177-000-SG

2) **Description of how the new project supplements the previous one:** This project builds on Sacramento City Unified School District's previous Farm to School grants by partnering with Food Literacy Center to continue providing hands-on cooking and nutrition education in their district. SCUSD will partner with Nutrition Services staff, who will serve as instructors in the food literacy programs, enabling a new, more powerful and lasting partnership to reach more SCUSD students. Food Literacy Center is in high demand and cannot reach all the requests for programs in its district, while Nutrition Services has a larger team of dedicated staff who are eager to take on added responsibilities to meet the needs of students.

D. Project Purpose/Need: SCUSD anticipates that this Farm to School program will bring multiple benefits to both students and staff. Nutrition Services is committed to sourcing the highest

quality ingredients that support local growers and their region. SCUSD's farm to school program connects students to local food and to the farmers and producers who grow the nutritious and delicious foods in their school meal program. SCUSD has seen considerable growth in its local procurement since 2015 when SCUSD was awarded the USDA Farm to School Grant. The district has worked with the City of Sacramento to secure adjacent property to Leataata Floyd Elementary which is now home to Food Literacy Center, a student-led one acre farm, cooking classroom and commercial kitchen which has contributed to the increase in farm to school food literacy programs. The nonprofit started in one district school in 2012, and now serves at least 14 schools per year. In some of the schools they serve, 100% of students are willing to taste new foods! In the Title 1 schools this program serves, these students live in food deserts, but at school and through hands-on food literacy education, they are eating healthy, quality meals to protect their health. They are building habits that will last a lifetime by bringing the region's best local produce to students. Through this Farm to School program, SCUSD's objective is to create a full circle connection from food service staff to students and build a powerful partnership that would link cafeteria procurement and food education. This layered approach will create full circle connections for the students around with a goal of at least one local produce item each month.

E. Project Goals & Work Plan:

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
1. Increase procurement of California grown or produced, whole or minimally processed food for incorporation into school meals.	a. Source new local and hyper local growers for farm to school salad bars to include local tomatoes, grapes, cucumbers and others. b. Include one featured produce item each month on salad bars across the school districts.	Jan 2025 - Oct 2026	Diana Flores, Nutrition Services (NS) Executive Director
2. Increase procurement of whole or minimally processed food (for school meals) from small to midsize food producers in CA.	a. Expand grower network to include 1-3 new small to medium local farmers.	Jan 2025 - Oct 2026	Diana Flores, NS Executive Director
3. Increase opportunities for students to engage in hands-on food education that complements the school meal program's CA food procurement efforts.	a. Food Literacy Center will provide educational and technical training opportunities annually in the form of its existing "Food Literacy Academy" Training where a total of 40 SCUSD Food Service Assistants will learn about the role of farm to school in the district and learn how to assist with food literacy lessons to 1st-6th grade students.	Jan 2025 & Aug 2025	Amber Stott, Food Literacy Center Executive Director

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
	<p>b. Trained SCUSD Food Service Assistants will assist in the delivery of hands-on food literacy afterschool programs in a total of 26 Title 1 Elementary Schools. Lessons will complement foods students see on the salad bar and nutrition staff will learn how to encourage students to try new foods.</p> <p>c. Food Literacy Center will deliver a 10-week hands-on food literacy program to 26 Title 1 Elementary Schools as a supplemental provider in afterschool expanded learning programs. The 10-week innovative curriculum focuses on culture- and age-appropriate lessons where students learn to cook with fruits and vegetables, learn about food culture, the difference between fruits and vegetables and how to eat different parts of a plant.</p>	Jan 2025 - Jun 2026	Amber Stott, Food Literacy Center Executive Director
4. Increase opportunities for students to engage in hands-on food education that is standards-aligned.	a. Marketing consultant, Griff Jack, will work with a food science credentialed educator, Food Literacy Center, and SCUSD Nutrition Service to develop one standards-aligned farm to school video for elementary through high school students, which will be distributed throughout the district for use in classrooms.	Jan 2025 - Jun 2026	Amber Stott, Food Literacy Center Executive Director
5. Increase opportunities for students to engage in hands-on food education that is culturally relevant.	a. Food Literacy Center leadership will collaborate with Nutrition Services and a Marketing consultant to create a model to sustainably expand its culturally relevant, highly requested food literacy afterschool programs into more school sites.	Jan 2025 - Aug 2025	Amber Stott, Food Literacy Center Executive Director
	b. In the second year of the grant term, Food Literacy Center will	Oct 2025 - Jun 2026	Amber Stott, Food Literacy

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
	expand afterschool programs to reach 12 additional title-1 elementary schools through 10-week hands-on food literacy programs reaching 25 students per site. Lessons include exploring food culture and feature recipes that are culturally relevant, highlighting local, cultural foods like soba noodles and guacamole.		Center Executive Director
	<p>c. Food Literacy Center will expand the program to reach 11th and 12th grade students attending CTE courses at Luther Burbank High School Agriculture Program.</p> <p>d. Students will participate in hands-on cooking education twice a month at the request of the current CTE credentialed teacher to expand the education learned in class and incorporate culturally relevant recipes to learn new cooking skills. There will be a total of 26 days of instructions over the course of the grant period with 10 classes in year 1 and 16 classes in year two. Recipes will include produce grown on the school's farm and feature culturally diverse recipes inspired by Japanese, Vietnamese, and Mexican cuisines.</p>	Jan 2025 - Jun 2025 & Oct 2025 - Jun 2026	Amber Stott, Food Literacy Center Executive Director

F. Project Reporting, Invoicing, and Evaluation Requirements: Please refer to the [2023-24 CA Farm to School Incubator Grant Invoicing & Reporting Timeline](#) for due dates.

- 1) **Beginning Interview**
- 2) **Pre-Survey:** Submit a pre-survey to the CDFA at the beginning of the grant term to summarize and quantify pre-project farm to school activities.
- 3) **Regular Financial Invoicing:** Submit **monthly or quarterly** financial invoicing to the CDFA that: **(a)** documents actual allowable project costs incurred, as listed in the approved budget (Attachment B), and **(b)** documents any program income earned as a result of the grant award during the grant duration. When invoicing for California grown

or produced, whole or minimally processed food procurement costs, grant recipients must complete the CDFA food procurement worksheet.

- i. **Payment Process:** This is a reimbursement grant program. The grant recipient will fund the project and submit monthly or quarterly invoices to the CDFA-F2F. The CDFA will reimburse allowable project costs upon approving each invoice. The grant agreement must be fully executed (signed by both parties) before project activities begin. Grant recipients are responsible for keeping all procurement records, invoices, and other related information on hand for auditing purposes.
 - ii. **IMPORTANT:** The CDFA reserves the right to withhold payment for projects that are not up to date with the filing of their pre-survey, quarterly check-ins, annual procurement check-ins, and final interview.
- 4) **Farm-Level Data:** If applicable, request farm-level data and velocity reports from distributors and make efforts to include farm-level data when completing the CDFA food procurement worksheets. The CDFA Farm to School Evaluation Team will provide support and additional guidance for these requests.
 - 5) **Quarterly Check-in Surveys:** Submit quarterly check-in surveys to the CDFA summarizing project progress, successes, and challenges.
 - 6) **Annual Procurement Check-in:** Submit data to the CDFA annually regarding California food procurement practices for the duration of the grant and the following year after the end of the project term.
 - 7) **Final Interview:** Participate in a final interview with the CDFA after the grant term concludes to discuss project successes, challenges, and other relevant information.
 - 8) **External Program Evaluation:** Participate in external evaluation activities conducted by a CDFA representative or external designee for this grant program.

G. Budget: See Attachment B: Budget

- 1) If project activities are included in this Scope of Work but not included in the Budget, they will be funded by the recipient and/or a 3rd party.

State of California		
California Department of Food and Agriculture Office of Farm to Fork (CDFA-F2F)		
2023-24 California Farm to School Incubator Grant Program		
ATTACHMENT B: BUDGET		
TRACK 1: THE CALIFORNIA FARM TO SCHOOL TK-12 PROCUREMENT AND EDUCATION GRANT		
District/Organization Name:		
Sacramento City Unified School District		
Project Award Amount:		
\$610,140.00		

1	BUDGET CATEGORY 1: CA FOOD PROCUREMENT COSTS (no cap)		
	Item	Spend \$\$ When	\$\$ Amount
1a	CA Food Procurement (school meals)	Duration of project	\$159,935.00
1b	CA Food Procurement (student education)	N/A	\$0.00
	Total CA Food Procurement Costs		\$159,935.00
	Percent of Total Proposed Award Amount		26.21%

2	BUDGET CATEGORY 2: SCHOOL KITCHEN COSTS (no cap)		
	Item	Spend \$\$ When	\$\$ Amount
2a	Supplies	N/A	\$0.00
2b	Equipment	N/A	\$0.00
2c	Infrastructure	N/A	\$0.00
	Total Farm to School Kitchen Costs		\$0.00
	Percent of Total Proposed Award Amount		0.00%
	Category 2 Budget Narrative:		
	N/A		

3	BUDGET CATEGORY 3: HANDS ON FOOD EDUCATION COSTS (no cap)		
	Item	Spend \$\$ When	\$\$ Amount
3a	Supplies	N/A	\$0.00
3b	Equipment	N/A	\$0.00
3c	Infrastructure	N/A	\$0.00
	Total Farm to School Hands On Food Education Costs		\$0.00
	Percent of Total Proposed Award Amount		0.00%
	Category 3 Budget Narrative:		
	N/A		

4	BUDGET CATEGORY 4: FARM TO SCHOOL STAFF/LABOR COSTS (no cap)		
	Salaries/Wages/Stipends:		
	Staff Position		
	(can include staff name if known)	Spend \$\$ When	\$\$ Amount
4a	Farm to School Project Staff	Duration of project	\$22,500.00

Salaries/Wages/Stipends Subtotal \$22,500.00

Fringe Benefits: these are calculated as a % of an individual's salary, wages, or stipend and should be determined according to your organization's established fringe benefits policy.

Staff Position

(can include staff name if known)

Spend \$\$ When

\$\$ Amount

4b

Farm to School Project Staff

Duration of project

\$5,625.00

Fringe Benefits Subtotal

\$5,625.00

Total Farm to School Staff/Labor Costs (salaries/wages/stipends + fringe benefits)

\$28,125.00

Percent of Total Proposed Award Amount

4.61%

Category 4 Budget Narrative:

Food Service Assistants: 2.5 hours/week, \$25/hour (900 hours for up to 40 Food Service Assistants), 29% Fringe Benefits

5

BUDGET CATEGORY 5: TRAVEL COSTS (no cap)

Travel Type

Spend \$\$ When

\$\$ Amount

5a

N/A

N/A

\$0.00

Total Travel Costs

\$0.00

Percent of Total Proposed Award Amount

0.00%

Category 5 Budget Narrative:

N/A

6

BUDGET CATEGORY 6: CONTRACTUAL COSTS (no cap)

Please note that grant recipients distributing funds to contractors must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds.

Contractor

Spend \$\$ When

\$\$ Amount

6a

Farm to School Project Contractors

Duration of project

\$306,510.00

Total Contractual Costs

\$306,510.00

Percent of Total Proposed Award Amount

50.24%

Category 6 Budget Narrative:

Food Literacy Center (\$258,510): expand Food Genius Academy Training program to more staff and offer more frequent professional growth opportunities to better educate site staff on how to engage in nutrition and food literacy education with students; provide hands-on farm to school education to 13 Title-1 elementary schools each year as a contracted supplemental provider in afterschool expanded learning; work with Nutrition Services and a marketing consultant to strategically plan to reach more schools; expand cooking program to reach 11th and 12th grade students attending career technical education courses at Luther Burbank High School Agriculture Program.

Griff Jack, Marketing Consultant (\$48,000): work with food science credentials educator, Food Literacy Center, and SCUSD Nutrition Services to develop one standards-aligned farm to school video for teachers to use throughout the district classrooms. The video will connect the California grown, seasonal produce from the farmer to their table.

7	BUDGET CATEGORY 7: OTHER COSTS (no cap)		
	Please note that grant recipients distributing mini grants must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds. i.e. Registration fees (e.g. trainings), Stipends for project participants, Publication/printing costs, Mini grants		
	Item	Spend \$\$ When	\$\$ Amount
7a	N/A	N/A	\$0.00
	<i>Total Other Costs</i>		<i>\$0.00</i>
	<i>Percent of Total Proposed Award Amount</i>		<i>0.00%</i>
	Category 7 Budget Narrative:		
	N/A		
	TOTAL DIRECT COSTS		\$494,570.00
8	BUDGET CATEGORY 8: INDIRECT COSTS (max. 30% of direct costs)		
	Indirect Rate	Spend \$\$ When	\$\$ Amount
8a	23.37%	Duration of project	\$115,570.00
	<i>Total Indirect Costs</i>		<i>\$115,570.00</i>
	<i>Percent of Direct Costs</i>		<i>23.37%</i>
9	GRAND TOTAL		\$610,140.00

**SUCCESSOR MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
TETTEH PEDIATRIC HEALTH
FOR SCHOOL LOCATED VACCINE EVENTS**

AGREEMENT

This Memorandum of Understanding (MOU) made and entered on August 1, 2024, outlines the responsibilities of the Tetteh Pediatric Health and Sacramento City Unified School District in implementing School-Located Vaccine Events; hereafter referred to as SLVEs.

The Childhood Immunization Project is a school-based vaccine program that will provide COVID-19, influenza, and childhood immunizations to children 6 months through 18 years of age at Sacramento City Unified School District. Childhood Immunization Project is a partnership between Tetteh Pediatric Health and Sacramento City Unified School District.

1. TERM AND TERMINATION.

1.1 Term. The Term of the MOU shall be from August 1, 2024 through July 31, 2025 ("Term"), unless earlier terminated as provided herein.

1.2 Termination for Convenience. Either Party may terminate this Agreement at any time for any reason, by giving thirty (30) days' written notice to the other Party. Tetteh Pediatric shall immediately stop further performance of the Services upon receipt of written notice from District, unless otherwise directed.

2. RIGHTS AND RESPONSIBILITIES OF THE AGENCY

2.1 Provide school with promotional materials for staff to educate families about the SLVE.

2.2 Provide documents in appropriate language(s) and provide bilingual staff if needed.

2.3 Provide information to staff and teachers about the school-located vaccine event.

2.4 Provide school with consent forms to distribute to for students to participate in SLVE.

2.5 Provide staff or volunteers to review consents for completeness prior to the agreed-upon date for administration of the vaccinations.

2.6 Provide a team to administer COVID-19, influenza, and childhood immunizations vaccinations to students and staff at the respective school campuses on dates and at times specified by the respective schools. Vaccinations will be administered by trained physicians, registered nurses, or medical assistants.

2.7 Provide documentation to participants of the vaccine received.

- 2.8 **Agency Service Location.** All Agency Services shall be delivered to or provided in-person at the District sites identified in **Attachment A**. The specific areas on District campuses where such services shall be provided will be determined by the District.

3. **RIGHTS AND RESPONSIBILITIES OF THE DISTRICT**

District agrees to the responsibilities as set forth herein, during the Term of this MOU:

- 3.1 The District will permit Tetteh Pediatric Health staff to enter School Sites/District properties identified on **Attachment A** to provide the Services listed above.
- 3.2 District nurses and support staff, to the extent reasonably possible as determined by the District in its sole discretion, will assist with promoting the Childhood Immunization Project services to youth and families in collaboration with Tetteh Pediatric Health staff.
- 3.3 To support this effort, Sacramento City Unified School District will:
- 3.3.1 Promote the SLVE with families by posting provided promotional material on campus and distributing promotional materials.
- 3.3.2 Distribute and collect consent forms on the agreed-upon deadlines.
- 3.3.3 Communicate with Tetteh Pediatric Health staff regarding material needs and scheduling.
- 3.3.4 Identify an appropriate space to hold the SLVE and provide chairs and tables as needed.
- 3.3.5 Permit Tetteh Pediatric Health staff and volunteer's access to School Sites/District properties identified on **Attachment A** and facilities as necessary to prepare for and participate in the SLVE. This may include access on dates other than the day of the SLVE.
- 3.3.6 Recruit volunteers to help support the SLVE staff on the day of the event.
- 3.3.7 Help identify students with their consent forms to maintain safety.
- 3.3.8 Not be involved in the direct provision of healthcare services. Provider shall be solely responsible for establishing arrangements of payment with insurance for billing, payment, and reimbursement. Compensation is stated in Section 4.1.
- 3.3.9 Participate in a post-SLVE evaluation survey.
- 3.3.10 Ensure that Tetteh Pediatric Health is provided with no more than Directory Information as defined under the Family Educational Right and Privacy Act (FERPA) with respect to students participating in the school-located vaccine event.

4. **COMPENSATION**

4.1 There will be no financial obligation to either Party by either Party in this Agreement.

5. **PERSONNEL.**

5.1 **Qualifications; Certifications/Licenses.** Agency shall ensure that all Agency employees, staff, agents, and/or contractors assigned to provide Services to District shall hold any license, certificate, permit, or other document required for the service rendered, consistent with the Education Code and/or all other applicable laws. Agency shall maintain appropriate documentation of all applicable licenses, certificates, permits, or other documents held by all Agency employees, staff, agents, and/or contractors assigned to provide Services to District, and provide a copy to the District upon request.

6. **INSURANCE.**

6.1 **Minimum Amounts.** During the Term of this MOU, Agency shall maintain and provide at all times it performs any portion of the Services, the following insurance, with minimum limits equal to the amounts indicated below, at each Party's sole cost and expense:

- a. Comprehensive or Commercial General Liability insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- b. Sexual Abuse and Molestation Insurance with limits of at least \$3,000,000 Per Occurrence / \$5,000,000 Aggregate.
- c. Professional Liability (Errors and Omissions) Insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- d. Statutory Workers' Compensation Insurance, as prescribed by the law of the State of California.

6.2 **Proof of Carriage of Insurance.** Upon request, Agency shall furnish the District with certificates indicating the required coverages have been obtained.

6.3 **Additional Insured.** Agency shall list District, its Board of Education, officers, employees, agents, representatives, and authorized volunteers under its General Liability Policy as a named insured prior to Agency providing Services to the District. The coverage shall contain no special limitations on the scope of protection afforded to the District, the Board and each trustee, its officers, employees, or authorized volunteers.

7. **INDEMNIFICATION.**

7.1 **Indemnification by Agency.** To the furthest extent permitted by law, Agency agrees to indemnify, defend, and hold harmless the District, its Board of Education, officers, employees, agents, representatives, and volunteers from and against any and all

liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that the District may incur and that arise out of work, service, obligations, or performance under this MOU, or for any activity, work, or thing done, permitted, or suffered by Agency in conjunction with this MOU, excluding those claims, liabilities, damages, or judgments arising from the sole active negligence or willful misconduct of District.

7.2 **Indemnification by District.** District agrees to indemnify, defend, and hold harmless Agency, its officers, employees and agents from and against any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that Agency may incur and that arise out of the District's negligent acts or willful misconduct in connection with this Agreement.

7.3 **Limitation of District Liability.** Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

8. GENERAL PROVISIONS.

8.1 **Exclusive Use.** Services provided under the Agreement are for the exclusive use of the District and District students. No other persons shall be allowed onto District property for the purpose of receiving services by Tetteh Pediatric Health.

8.2 **Health and Safety.** Agency is responsible for maintaining the health and safety of all District students and staff in the performance of this Agreement. Agency shall be responsible for complying with all applicable federal, state, county, District, or local laws, regulations, and guidelines regarding public health and safety, including but not limited to any requirements pertaining to a pandemic or epidemic.

8.3 **Compliance with Laws and District Policies.** Agency agrees to comply with all applicable federal, state, county and local laws and regulations, and District policies and practices in performing the Services under this Agreement. Failure to comply with such laws, regulations, and/or District policies and practices is considered a material breach of the Agreement and may result in termination.

8.4 **Fingerprinting Certification.** Pursuant to the procedures provided in Education Code section 45125.1, Agency and its employees, staff, agents and/or contractors ("Tetteh Pediatric Health staff") agree to fingerprint and perform background checks on any and all Tetteh Pediatric Health staff who may come into contact with District students in the course of performing Services under this MOU. Agency further agrees to read and sign the Fingerprinting Certification attached hereto as **Attachment B** and incorporated herein, and to provide the District with such written certification that Agency has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Tetteh Pediatric staff

- who may have contact with District students in the course of providing the Services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code sections 45122.1, *et seq.* A complete and accurate list of such cleared individuals who may come in contact with District students during any term of this Agreement will be maintained by Agency and made available to the District upon request.
- 8.5 **Subsequent Arrest Notification.** Agency shall notify the District within 24 hours of any notice (e.g. a subsequent arrest notice) that a Tetteh Pediatric Health staff was arrested if that person has had or may have contact with District students.
- 8.6 **Child Abuse Reporting.** To the extent that Agency and its employees or contractors are deemed “mandated reporters” under Penal Code section 11165.7, Agency affirms that Agency and its employees or contractors who will be providing Services to the District are annually trained in, and shall comply with, all applicable child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11164 *et seq.* and Education Code section 44691.
- 8.7 **Tuberculosis Examination.** Agency shall comply with the requirements of California Education Code section 49406 and Health and Safety Code section 125125, *et seq.* regarding the assessment and, as applicable, examination, of all employees, contractors and volunteers for tuberculosis. For each employee or contractor of Agency that may provide Services under this Agreement, Agency shall provide to District documentation of such compliance before Agency’s employees or contractors come in contact with a student.
- 8.8 **Independent Contractor.** Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties or Tetteh Pediatric Health staff. The relationship between the Parties will at all times be that of independent contractors. Neither Party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein. Agency shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to Agency’s employees.
- 8.9 **Force Majeure.** A Party shall be excused from the performance of any obligation imposed in this Agreement and the Attachments hereto for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third Parties, a governmental agency or entity, an Act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, pandemic, epidemic, strikes or lockouts, and such nonperformance will not be a default hereunder or a grounds for termination of this Agreement. Agency shall not be entitled to recover any monetary damages from District as a result of a force majeure event.
- 8.10 **Non-Discrimination.** Agency affirms that it shall not, in employment or operation of its programs and Services, unlawfully discriminate on the basis of nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital

status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristic.

- 8.11 **Confidentiality and Student Privacy.** Agency and all of its employees, agents, personnel, and/or contractors shall maintain the confidentiality, and protect from unauthorized disclosure, of any and all information received in the course of performing any and all Services pursuant to this Agreement, including but not limited to all District student information and records, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that the Agency should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. Agency and all of its employees, agents, personnel, and/or contractors shall not use such confidential information for any purpose other than carrying out the obligations under this Agreement. Agency understands that all student records are confidential and agree to comply with all applicable federal, state, and local laws concerning the maintenance and disclosure of student records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 8.12 **Disputes.** In the event of a dispute between the Parties as to performance of the Services, interpretation of the Agreement, or payment, the Parties will meet and confer and attempt to resolve the matter informally. Thereafter, the Parties agree that any and all disputes in any way arising out of or relating to this Agreement will be submitted for resolution by non-binding mediation. Each Party in such mediation shall bear its own costs and attorneys' fees incurred in connection with the mediation. Neither Party may initiate any arbitration or legal action prior to the conclusion of the mediation.
- 8.13 **Governing Law/Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to enforce the terms and conditions of this Agreement shall be based in Sacramento County, California.
- 8.14 **Notice.** Any notice, demand or other communication required or desired to be given under the Agreement shall be in writing and shall be deemed given (i) upon receipt when delivered by hand; (ii) one (1) business day after being sent by facsimile (with a transmission receipt verified by the sender and a hard copy promptly dispatched by United States mail, postage prepaid); (iii) one (1) business day after being sent by Federal Express or other nationally recognized overnight courier for next business day delivery, fee prepaid; or (iv) three (3) days after being mailed by first-class certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to District:

Sacramento City Unified School District
Attn: Tina Alvarez Bevins, Contract Analyst
5735 47th Avenue
Sacramento, California 95824

If to Agency:

Tetteh Pediatric Health
Attn: Beatrice Tetteh, MD, MPH
8120 Timberlake Way, Suite 207
Sacramento, CA 95823

- 8.15 **Assignment.** Neither the Agreement nor any duties or obligations under the Agreement shall be assignable by a Party to the Agreement without the express prior written consent of the other Party.
- 8.16 **Severability.** In the event any term, condition, or provision of the Agreement shall be held to be invalid, void, and/or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, and be valid and binding on the Parties hereto.
- 8.17 **Attorneys' Fees and Costs.** In the event of any legal action or proceeding to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, each Party shall bear its own litigation and collection expenses, including witness fees, court costs, and attorneys' fees and costs.
- 8.18 **Captions.** The captions of paragraphs used in the Agreement are for reference only and the text thereof are not to be construed as material to the understanding or interpretation of the respective provisions.
- 8.19 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained in it shall be valid or binding. This Agreement may be amended or modified only by the mutual written consent of the Parties hereto.
- 8.20 **Counterparts.** This Agreement may be executed by the Parties hereto in any number of counterparts (and by each of the Parties hereto on separate counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
- 8.21 **Incorporation of Recitals and Attachments.** The recitals and each Attachment attached hereto are hereby incorporated herein by reference.

8.22 **Governing Board Approval.** In accordance with Education Code section 17604, this Agreement is subject to approval or ratification by the District Board of Education, and does not become effective until and unless such approval/ratification is obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement upon the terms, conditions and provisions set forth above.

Tetteh Pediatric Health

Sacramento City Unified School District

Name: Beatrice Tetteh, MD, MPH

Name: Janea Marking

Medical Director/Owner
Title

Chief Business Officer
Title

Beatrice Tetteh, MD, MPH

Signed by:

Janea Marking
D2972921888C416...

Signature

Signature

10/25/2024

01/14/2025

Date

Date

ATTACHMENT A
School Sites/District Properties Services will be provided:

- 1.** Rosa Parks Elementary
- 2.** John Still Elementary
- 3.** Susan B. Anthony Elementary
- 4.** Leataata Floyd Elementary
- 5.** Bret Harte Elementary
- 6.** Parkway Elementary
- 7.** Bowling Green McCoy
- 8.** John Bidwell Elementary
- 9.** John Sloat Elementary
- 10.** Nicholas Elementary
- 11.** Pacific Elementary

ATTACHMENT B

Fingerprinting Certification

I, Beatrice Tetteh, MD, MPH, on behalf of Tetteh Pediatric Health ("Contractor"), certify that, pursuant to Education Code section 45125.1, Contractor has conducted the required criminal background check(s) of all persons who will be providing services to the Sacramento City Unified School District ("District") on behalf of Contractor, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code section 45125.1, **attached hereto** is a list of names of the employees or agents of Contractor who will be providing services to the District and who are required to be fingerprinted. I agree to keep this list current and to notify the District of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 25th day of October, 2024 in Sacramento, California.

(Seal of business)

By: Beatrice Tetteh, MD, MPH
(Signature)

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District Lisa Allen, Superintendent PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Service Location	Suffix
	2024–25	13693	67439	S1
	INDEX		County Code	
Attention Lisa Allen	0663		34	
Email superintendent@scusd.edu				
Telephone 916-643-9000	STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI) Q4QJQR4MX729	Resource Code		Revenue Object Code	
Program Office Sacramento City Unified SELPA 3412	3386		8182	

Name of Grant Program Supporting Inclusive Practices

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$30,500.00		\$30,500.00		07/01/2024	09/30/2026
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	
84.027A	H027A240116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	



I am pleased to inform you that you have been funded for the Supporting Inclusive Practices grant.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Nellie Amaro at SEDContractsGrants@cde.ca.gov

California Department of Education Contact Erin Rodrigues, Special Education Division	Job Title Education Programs Consultant
E-mail Address ERodrigues@cde.ca.gov	Telephone 916-445-4559
Authorized by the State Superintendent of Public Instruction or Designee 	Date December 23, 2024
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>	
Printed Name of Authorized Agent Janea Marking	Title Chief Business and Operations Officer
E-mail Address janea-marking@scusd.edu	Telephone (916) 643-9055
Signature 	Date

Federally Funded Requirements

The grantee must comply with the Cash Management requirements that pertain to Title 2, Code of Federal Regulations (CFR) sections 200.302 and 200.305. Grantees of advanced federal funds must calculate and report interest on a quarterly basis to the CDE at cashmanagement@cde.ca.gov and, at least annually, remit any interest earned greater than \$500 per year. Additional information is available on the CDE Interest Earned on Federal Funds web page at <https://www.cde.ca.gov/fg/ac/co/intfedfunds.asp>. Contact cashmanagement@cde.ca.gov if you have any questions.

Conditions of the Grant Award

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA) Part B, Section 611, as amended on December 3, 2004, and codified under Public Law 108 446, 20 *United States Code* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations* (CFR) Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General Assurances are hereby incorporated by reference. The 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: Consolidated Application (ConApp) web page at <https://www.cde.ca.gov/fg/aa/co/ca24rfa.asp> prior to the initial grant award payment.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the 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.
5. The grantee must complete the Expenditure Report, which is available on the CDE Local Educational Agency (LEA) Grants web page at <https://www.cde.ca.gov/sp/se/as/leagrnts.asp> under "Other Resources," and submit it to SEDgrants@cde.ca.gov. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended or legally obligated within the designated award period. For information on reporting requirements and payment reimbursements, refer to the Expenditure Report Instructions on the CDE LEA Grants web page at <https://www.cde.ca.gov/sp/se/as/leagrnts.asp> under "Other Resources." Note: The Federal Cash Management Improvement Act of 1990 was enacted by Public Law 101 453 and codified at 31 *United States Code* sections 3335, 6501, and 6503. The implementing regulations are provided in 31 *CFR* Part 205. In accordance with 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must provide, for each member LEA receiving IDEA funds, the negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE ICR web page at <https://www.cde.ca.gov/fg/ac/ic/>. The grantee must complete the ICR Report and return it with the Final Expenditure Report.

8. The grantee must complete and submit the Final Expenditure Report and ICR Report to SEDgrants@cde.ca.gov no later than **October 10, 2026**, to meet end-of-year federal reporting and payment deadlines. If October 10 falls on a weekend, the Final Expenditure Report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://oig.ed.gov/oig-hotline>.
10. Under the 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.
11. By signing this document, you are agreeing to the terms and conditions of this grant and will utilize grant funding for the purposes allowable to implement Supporting Inclusive Practices (SIP), including:
 - Create a new or update an existing action plan for increasing Least Restrictive Environment targets.
 - Participate in scheduled SIP events, which include (but are not limited to) attending webinars, sending at least one LEA representative to the Spring Institute, and sending at least one LEA representative to other SIP trainings scheduled for the 2024–25 fiscal year.
 - Schedule ongoing coaching/training with your assigned LEAs, which will include at least one site visit per the 2024–25 fiscal year.
 - Participate in quarterly conference calls to update SIP directors and the CDE Grant Monitor on technical assistance and support provided.
 - Ensure each team comprises representatives from the following areas: administration, special education, and general education.
 - Participate in a minimum of one (in-person) site visit by a SIP team member.
 - Engage in quarterly meetings with a SIP team member.
 - Attend the SIP Welcome Webinar.
 - Attending the SIP Spring Institute.
 - Create a plan for increasing equity and inclusion (e.g., Logic Model, Compliance, and Improvement Monitoring Implementation Plan, Local Control and Accountability Plan).

Additionally, if personnel changes occur within the project or you are unable to complete the project due to an unforeseen issue, the project administrator must notify the CDE contract monitor and the SIP directors within one week of becoming aware of the issue. Grant funding will be prorated for any portion of the project the grantee is unable to complete.

If you have any questions regarding this grant, please contact Erin Rodrigues, Education Programs Consultant, at 916-445-4559 or ERodrigues@cde.ca.gov. If you have questions regarding payment status, please contact the Special Education Division Fiscal Payments I Unit at SEDgrants@cde.ca.gov.

cc: Business Fiscal Officer
Program Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO NATIVE AMERICAN HEALTH CENTER, INC.
AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the Sacramento Native American Health Center, Inc. ("SNAHC"), a California non-profit corporation, and Sacramento City Unified School District ("SCUSD"), a school district in Sacramento County, (individually a "party" and collectively the "parties") as of the date of the last signature of this Agreement.

WHEREAS, SNAHC is a non-profit corporation operating as a Federally Qualified Health Center that administer various healthcare programs and services as an urban Indian organization under the Indian Health Care Improvement Act to provide, and arrange the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to the underserved and vulnerable populations residing in the Sacramento region and its surrounding communities;

WHEREAS, the SCUSD and SNAHC wish to enter into a memorandum of understanding for the provision of health care services to eligible Luther Burbank High School (LBHS) students.

WHEREAS, the parties desire to enter into this MOU to articulate and clarify the roles, responsibilities and expectations of each party for the provision of health services to eligible SCUSD LBHS students requiring services.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF THE PARTIES

SNAHC and SCUSD shall perform such obligations which are set forth in **Exhibit A**, attached and incorporated herein by reference, in accordance with this MOU.

2. TERM; TERMINATION

2.1. The term of this MOU shall commence on **August 1, 2024** and end on **July 31, 2027**, unless sooner terminated in accordance with this MOU. The parties may renew this MOU for additional terms upon mutual written agreement.

2.2. Either party may terminate this MOU by providing fourteen (14) days' written notice to the other party.

3. COMPENSATION AND BILLING

3.1. Costs. Except as otherwise provided in the MOU, neither party shall be responsible to the other party for the cost of the other party's programs or the cost of any third-party organization that might benefit from a particular aspect of this MOU. Each party covenants and agrees to bear all of its own costs that it should or may incur with respect to the operation of any program, including the cost of service of its employees and incidental costs in connection therewith.

3.2. Billing. SNAHC shall have the right to bill for, collect and retain reimbursement for patient services rendered under this MOU. Medicaid, any insurance affordability program, private insurance and sliding fee scale for uninsured or underinsured may be billed for by SNAHC. No student will be turned away due to inability of payment.

4. CONFIDENTIALITY

- 4.1.** Each party understands and acknowledges that, by virtue of entering into this MOU, each party may have access to confidential and proprietary information of the other party that is confidential and constitutes valuable, special and unique property of the other party (“Confidential Information”). Each party shall only use Confidential Information in the performance of the duties described in this MOU. No party shall, without the prior written approval of the other party, directly or indirectly, disclose confidential information to any person or entity except its own employees and representatives, including attorneys, accountants, and financial advisors, on a need-to-know basis or as required by law.
- 4.2.** The parties agree to comply with any applicable laws or regulations and make best efforts to assure that:
- 4.2.1. All information and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.
- 4.2.2. No person will publish, disclose, use, or permit to be published, disclosed, or used, any confidential information pertaining to applicants, participants, or students overall.
- 4.2.3. Each party shall only share information between the parties to the extent allowable, necessary and in accordance with applicable laws and regulations.
- 4.3.** Each party shall comply with, and require its officers, employees, agents, volunteers, or contractors to comply with all applicable laws and regulations regarding the confidentiality, privacy, and security of all patient information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (45 C.F.R. Part 160, et seq.), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (Public Law 111-5), and the Confidentiality of Substance Use Disorder Patient Records (42 U.S.C. 290dd-2), as amended from time to time, and its implementing regulations. The parties agree to comply with the requirements set forth in **Exhibit B** (“Business Associate Agreement”) attached and incorporated herein by reference.
- 4.4.** Each party shall notify the other party promptly if the party knows of any unauthorized possession, use, knowledge or attempt thereof, of either party’s data files or other confidential information and shall promptly furnish to that party full detail of the unauthorized release or access of such confidential information and shall assist with the investigation or prevention of the further release of such information.
- 4.5.** The provisions of this section shall survive the expiration or termination of this MOU.

5. DATA DISSEMINATION

For purposes of publicity, advertising, or media release in any form or medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of studies or reports, or other materials, and consent to such dissemination.

6. INSURANCE

During the term of this MOU, each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this MOU and obtain, keep in force and maintain, insurance or equivalent program of self-insurance for professional liability, general liability, worker’s compensation as required under applicable law and business automobile liability adequate to cover its potential liabilities hereunder. Upon a party’s request, the other party shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage.

7. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal and state laws and regulations applicable to its performance under this MOU. Any violation of these laws, statutes, rules, or regulations constitutes a breach of this MOU and entitles the non-breaching party to terminate this MOU immediately upon delivery of written notice of termination to the breaching party.

8. DISQUALIFIED PERSONS

Each party represent and warrant that they nor their respective employees, agents, volunteers, or contractors has ever been convicted of any crime or offense related to health care, governmental program or a felony involving dishonesty or moral turpitude, or listed by the Medicare or Medi-Cal programs or any other federal or state agency as debarred, excluded or otherwise ineligible for any federal or state program participation. For purposes of this MOU, "dishonesty or moral turpitude" shall mean any act or omission that implicates an individual's honesty or integrity and in particular shall include any crime involving fraud, deceit, or theft. This shall be an ongoing representation and warranty during the term of this MOU and each party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this Section 9.

9. NON-DISCRIMINATION

In the performance of this MOU, the parties agree that it shall not engage nor employ any unlawful discrimination against any person or persons on account of race, color, sex, sexual orientation, gender identification, creed, national origin, age, disability, or any other protected group in accordance with the requirements of applicable laws in the admission and provision of goods and services.

10. LICENSURE

The parties shall secure and maintain throughout the term of this MOU all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform the services contemplated by this MOU.

11. CRIMINAL BACKGROUND CHECK

It is the responsibility of SNAHC to make certain that its employees, agents, volunteers, and contractors providing services under this MOU undergo criminal background checks consistent with the governing law and established policies and procedures of SNAHC.

12. STATUS OF THE PARTIES

The relationship between the parties is that of independent contractors only. Nothing contained in this MOU will be deemed or construed to create any partnership, joint venture or other relationship between them, nor will any of their respective employees be construed or deemed to be agents, employees or representatives of the other.

13. NOTICES

All notices which are required or permitted to be given pursuant to this MOU shall be in writing and shall be sufficient in all respects if delivered personally, by electronic mail or facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the parties at addresses shown with their signatures (or such other address as may hereafter be designated by a party by written notice thereof to the other party). Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic mail or facsimile and, as to communications made by United States mail, on the third day after mailing.

14. NON-EXCLUSIVITY

This MOU is not exclusive, and nothing herein shall preclude either party from contracting with any other person or entity for any purpose.

15. COOPERATION

SCUSD agrees to cooperate with SNAHC to conform with the terms of its governing requirements and procedures. Notwithstanding the foregoing, nothing herein shall be construed to obligate SNAHC to provide additional services without its prior written consent.

16. INTERPRETATION

The MOU shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOU is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOU. When interpreting the MOU, the terms of this MOU shall be controlling unless, specifically changed by an Amendment signed by the parties, all other documents shall be subordinate to the general terms of this MOU.

17. SEVERABILITY

Each provision of this MOU shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the MOU, which shall remain in full force and effect.

18. ASSIGNMENT

This MOU shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOU without the express written consent of the other party.

19. THIRD PARTY RIGHTS

Nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this MOU.

20. FORCE MAJEURE

Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this MOU to the extent that such nonperformance, delay, loss or damage results from a contingency outside the reasonable control of such party. A contingency for the purposes of this MOU includes acts of God, explosions, storms, blockades, public disorders, quarantine restrictions, embargoes, act or threat of terrorism, strike or labor action, war or threat of military or significant police action, natural disaster, utility failures, power outages, loss of qualified professionals, governmental acts, orders, or restrictions, or other cause beyond its reasonable control. The party claiming to be affected by a contingency shall promptly give notice to the other party.

21. NO CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, in no event shall either party be liable for any incidental, consequential, special exemplary or indirect damages arising out of or related to this MOU.

22. PREVAILING FEES

In the event of any legal action or proceeding between the parties, the prevailing party in such action or proceeding shall be entitled to reimbursement of reasonable attorneys' fees and expenses from the other party.

23. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this MOU shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this MOU.

24. RECITALS, EXHIBITS, AND APPENDICES

The recitals, exhibits, and appendices attached hereto, are hereby incorporated into this MOU by reference.

25. ENTIRE AGREEMENT; AMENDMENT

This MOU constitutes the entire agreement of the parties with respect to the matters contained herein, and supersedes any and all other discussions, statements and understandings, oral or written, regarding such matters. This MOU shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this MOU in any manner other than by written instrument executed by the parties shall be void.

26. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

27. REPRESENTATION OF AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed and intend to be legally bound thereby.

SACRAMENTO NATIVE AMERICAN HEALTH
CENTER, INC.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

Britta Guerrero
Chief Executive Officer

Janea Marking
Chief Business and Operations Officer

Date

Date

EXHIBIT A

Roles and Responsibilities

I. Responsibilities of SNAHC

- A. Services. SNAHC will provide the health care services to eligible SCUSD LBHS students. SNAHC's goal is to provide students with services same day, stand-by appointment, and/or soonest available appointment. SNAHC will offer reproductive health and behavioral health services through Family Pact and Sensitive Services Medi-Cal. For students with parents or guardians who are patients at SNAHC, students can access additional SNAHC services as appropriate.
- B. Referral Process. Services will be provided via the following process:
- (1) SNAHC will provide patient referral packets to the SCUSD LBHS Student Support staff which includes a school-based registration form, consent(s), and Sensitive Services enrollment form. Once the packet is completed and received by SNAHC, the SNAHC Member Services team will create a chart for the student and verify Sensitive Services coverage. Students will not be turned away. If a student's coverage lapses, SNAHC will notify the LBHS Student Support Center. For students with established coverage, SNAHC Member Services will reach out to schedule the student and will flag the student for Sensitive Services in the Electronic Health Record of the student. This will notify other SNAHC staff about the confidential status of the student. The SNAHC front desk will check-in students for appointments.
 - (2) If the LBHS student is a self-referral or drop-in, the SNAHC Member Services team will meet with the student to gather the student's age, school-based registration form, consent, enrollment in Family Pact (reproductive health) or Sensitive Services Medi-Cal (reproductive and behavioral health). SNAHC will distribute applicable Family Pact cards to students, create student charts, and schedule students into appointments. To schedule behavioral health appointments, SNAHC will initiate an assessment with its Integrated Behavioral Health team, with no additional referral needed. SNAHC will call students to reschedule missed behavioral health appointments as soon as possible and notify the LBHS Student Support Center.
 - (3) For parents or guardians who wish to become a patient at SNAHC and receive care for their child who attends LBHS, SNAHC will engage with the individual through the normal Member Services process and assignment to SNAHC by a managed care plan. Students with parents assigned to SNAHC can be seen same-day or through first-available appointments.
- C. Service Location. Intake appointments and individual appointments will be primarily at SNAHC Florin Road.
- D. SNAHC's services under this MOU are limited to students of SCUSD LBHS.
- E. Upon request, SNAHC will provide LBHS staff with access to its Florin Road meeting rooms as applicable and available for use.
- F. SNAHC will periodically meet with the SCUSD LBHS regarding the effectiveness of the services. Nothing herein shall require SNAHC to divulge patient information without the written consent of the patient or patient representative except in those circumstances when SNAHC is permitted or required by law to release information.

II. Responsibilities of SCUSD

- A. The LBHS Student Support Center staff will utilize the packet provided by SNAHC to refer students for appointments. Support Center staff will email the completed packet to partners@snahc.org for processing by the SNAHC Member Services team, or a student can drop-in with the paperwork completed at the LBHS Student Support Center. If a student needs coverage in Sensitive Services, the LBHS Student Support Center will enroll the student. If coverage lapses, SNAHC the LBHS Student Support Center will re-enroll the student after receiving notice from SNAHC.

- B. SCUSD agrees to provide assistance in dissemination of information about SNAHC's programs and services to relevant students.
- C. Upon request, LBHS will provide SNAHC staff with access to its campus meeting and event spaces as applicable and available.

III. Responsibilities of the Parties

A. The SCUSD and SNAHC will maintain their own records. SNAHC will maintain patient information in SNAHC's separate electronic health record system. The SCUSD understands and agrees that when a record is developed in response to a referral for health care services and SNAHC provides services, that record (i.e., "records of the identity, diagnosis, prognosis, and treatment of an individual maintained in connection with the performance of services") belongs to the SNAHC and is not a part of the student records. As such, only those individuals authorized by SNAHC or those who have a written authorization for release of information may have access to information in these records, unless otherwise required or authorized by law.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is entered into as of the date of the last signature of the Parties below (“Effective Date”) by and between The Regents of the University of California, on behalf of University of California, Davis Health (“UCDH”), and Sacramento City Unified School District on behalf of Arthur Benjamin Health Professions High School (“ABHPS”). UCDH and ABHPS are each referred to as a “**Party**” and together as the “**Parties.**”

The Parties have entered into discussions concerning potential collaboration (the “**Collaboration**”) that the Parties anticipate would involve educational outreach, data exchange and shadowing opportunities.

The Parties now set forth their mutual intention to work together in an effort to advance their discussions relating to the Collaboration.

1. Background and Purpose.

Clinical research is a part of UCDH mission. As a part of the mission, UCDH is engaged in innovative workforce development programs aiming to increase awareness of clinical research as profession and to educate community about clinical research in general. Previously, five (5) achieving students from ABHPS spent five (5) days on the UCDH campus, immersing in clinical research concepts and hands-on activities. UCDH wishes to build on this successful collaboration by introducing additional learning opportunities to ABHPS students during the academic school year and hosting ABHPS students at UCDH premises.

2. General Structure of the Collaboration.

A. UCDH will provide the following:

- (i) Educational outreach (approximately two (2) times per month, for the duration of the semester, covering a variety of topics in health and clinical research (e.g., lectures and hands on activities);
- (ii) Providing de-identified aggregated health data for the explicit purposes of fulfilling ABHPS students’ academic requirements for graduation. Such de-identified data (as such term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder) will not be used for any other purpose outside of the Collaboration, and will not be made publicly available in any form or manner on social media, websites or any other public media outlets by ABHPS employees, students or students’ relatives;
- (iii) Live demonstration of technology for querying health data in de-identified aggregated manner; and

- (iv) Hosting a cohort (no more than five (5)) of students during the summer (e.g., Summer 2025) at UCDH facilities for the purposes of hands-on learning about clinical research. Such activities will be provided by the UCDH Clinical Translational Science Center (“CTSC”) in line with the UCDH Policy on “Observers” and will require completion of UCDH individual confidentiality agreements.

B. ABHPHS will provide the following:

- (i) Assist UCDH in scheduling the ABHPHS students as UCDH visitors, including, but not limited to, parking, badges and other necessary administrative provisions;
- (ii) Audio visual equipment;
- (iii) Assistance with creating questions and queries for health data; and
- (iv) Assist with selection of ABHPHS students for hands-on learning at UCDH premises.

3. General Coordinators. Each Party shall designate an individual within each respective Party’s organization to generally oversee and facilitate the programmatic implementation of this MOU. These individuals are:

For UCDH: Olga Kishchenko, CTO Education Program Manager
 Clinical and Translational Science Center
 UC Davis Health
 2921 Stockton Blvd
 Suite 1400
 Sacramento, CA 95817

For ABHPHS: Holly Buckley, Principal
 Arthur Benjamin Health Professions High School
 451 McClatchy Way
 Sacramento, CA 95818

Additional Terms and Conditions:

4. Period of MOU. The term of this MOU shall be from January 1, 2025 to June 30, 2026. This MOU may be extended by mutual written agreement of the Parties.
5. Intellectual Property. By entering into this MOU, neither Party grants to the other Party any intellectual property or other proprietary rights that such Party owns or controls by implication, estoppel, or otherwise.
6. Indemnification. ABHPHS shall defend, indemnify and hold UCDH, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance

of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ABHPHS, its officers, employees, agents, or students. UCDH shall defend, indemnify and hold ABHPHS, its officers, employees, agents, and students harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCDH, its officers, employees, or agents.

7. Termination. The MOU may be terminated by either Party with or without cause by giving thirty (30) days' prior written notice to the other Party. Upon termination of the MOU, the Parties shall have no further obligations hereunder; provided, however, that termination shall not affect any rights or obligations of the Parties that accrued prior to the date of termination, which shall survive any termination of this MOU.
8. Notices. All notices, requests, or other communications required or anticipated under this MOU shall be in writing and shall be delivered to the respective Parties by personal delivery; by United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express, addressed to the respective Parties at the addresses set forth below. Notices shall be deemed delivered on the date of personal delivery, two days following the date indicated on the United States Postal Service return receipt, or one day following deposit with overnight delivery service.

If to UCDH:

UC Davis Health Contracts

UC Davis Health

10850 White Rock Road

Rancho Cordova, CA 95670

Email: HS-HealthAffairsContracts@ucdavis.edu

(Reference **UCDH Agreement No. 007559** on all Notices to UCDH)

If to ABHPHS:

Tina Alvarez Bevens, Contract Analyst

Sacramento City Unified School District

5735 47th Avenue

Sacramento CA 95824

Email: Tina-alvarez-bevens@scusd.edu

9. Legal Relationship. This MOU shall be construed as a general expression of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing contained in this MOU shall be construed to (i) give either Party the power to direct or control the day-to-day activities of the other, (ii) constitute the Parties as joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either

Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10. Publicity; UCDH Name and Marks. Each Party agrees that any communication with the public (e.g., press releases, social media posts, blog entries, op-ed pieces, conference or webinar presentations, etc.) about the Collaboration, or any use of the other Party's name, must be submitted by the Party creating the content to the other Party for review, comment, and approval by the other Party before such content is made available to the public or media. If the Party creating the content does not receive express written approval from the other Party, the Party creating the content is not permitted to use it. Without limiting the generality of the foregoing, ABPHS shall not use or permit its affiliates to use any name or logo of the University of California ("University"), including UCDH, or its employees, including, but not limited to in any advertisement, display, press release or other information released to the public, whether or not with reference to this MOU or any product or service resulting from this MOU, without the prior written approval of an authorized representative of UCDH. ABPHS understands that use of any University name or mark, including the UCDH name, abbreviation and trademarks are subject to California Education Code § 92000.
11. Costs. Neither Party has any financial obligation to the other Party under this MOU.
12. Representations and Warranties; No Conflict. Each Party represents and warrants that neither the execution of this MOU nor the performance of its obligations hereunder will either constitute a violation or be in conflict with, or constitute a breach or default under, or require any consent or approval that has not been obtained, with respect to any of (a) such Party's articles of incorporation/organization, bylaws, or any other document of self-governance, or (b) any agreement, instrument, letter of intent or other obligation to which either such Party is a party or by which such Party is bound.
13. Governing Law. This MOU shall be governed by and construed under the laws of the State of California, without giving effect to principles of conflict of laws.
14. Severability. If any part of the MOU shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law.
15. Signature and Counterparts. This MOU may be executed (including electronically) in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this MOU transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the MOU, shall have the same effect as physical delivery of the paper document bearing the original signature.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the duly authorized representatives of each Party have executed this MOU as of the Effective Date.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, ON BEHALF OF
UNIVERSITY OF CALIFORNIA,
DAVIS HEALTH

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

BY: _____

BY: _____

NAME: Erick Jenkins, JD, MS

NAME: Janea Marking

Manager,
TITLE: UC Davis Health Contracts

TITLE: Chief Business & Operations Officer

DATE: _____

DATE: _____



DEPARTMENT OF THE AIR FORCE AIR UNIVERSITY (AETC)

27 September 2024

MEMORANDUM FOR ALL AFJROTC HOST SCHOOLS

FROM: Holm Center/CC
130 West Maxwell Blvd
Maxwell AFB AL 36112

SUBJECT: AF/SF JROTC Memorandum of Agreement Expiration and Renewal

1. I sincerely value the partnership we have with each school willing to host an Air Force or Space Force Junior Reserve Officers' Training Corps (AF/SF JROTC) program. Our shared goal to *Develop Citizens of Character* is critically important to our youth and to our Nation.
2. The current Memorandum of Agreement (MOA) between your host school and the Air Force expires on 30 June 2025. To continue your host school's AF/SF JROTC program in School Year 2025/2026 and beyond, the Air Force must have a new MOA on file no later than 31 March 2025. Each host school must have a separate, signed MOA, even if they are in the same school district.
3. The new MOA is the Department of Defense (DD) Form 3202, *Memorandum of Agreement to Establish and Operate a Junior Reserve Officers' Training Corps Unit*. This new MOA is substantially revised, and all areas must be thoroughly reviewed. Please note, the Air Force addendum to section I.6 of the DD Form 3202 is finalized as presented, with no changes or modifications permitted. Additionally, no further amendments, codicils, etc., to any section of this MOA will be accepted.
4. To accept the new MOA, please complete the open sections on the DD Form 3202 and obtain signature from the host school superintendent or equivalent. Each school's Senior Aerospace Science Instructor can help guide the MOA through their host school district's process. Only the completed DD Form 3202 needs to be returned, as the section I.6 addendum is identically worded in all AF/SF JROTC MOAs. Once signed, please scan, and email all five pages of the DD Form 3202 to jrotc.jrs.support@au.af.edu no later than 31 March 2025. AFJROTC Headquarters will obtain the Air Force representative's signature and upload a fully signed copy to our database. Once both signatures are obtained, the new agreement is valid. Your AFJROTC instructors can retrieve a signed MOA from the AFJROTC database, if necessary.
5. If a host school does not wish to continue their AFJROTC program, please send a confirmatory letter to the same email address, signed by the host school superintendent or equivalent.
6. Please direct any questions of concerns to AFJROTC Headquarters at jrotc.jrs.support@au.af.edu.

JOSEPH L. SHEFFIELD
Brigadier General, USAF
Commander

MEMORANDUM OF AGREEMENT BETWEEN AND	the Department of the Air Force <i>(Military Service)</i> Sacramento City Unified School District <i>(Name of School District)</i>	Form Approved OMB Number 0704-0680 Expires 02/28/2027
TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT		
<p>The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative</p>		
Privacy Advisory		
<p>Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended</p>		
<p>This Memorandum of Agreement (MOA) is hereby entered into by and between _____ the Department of the Air Force <i>(Military Service Name)</i> acting through _____ the Holm Center Commander <i>(first General/Flag Officer Command above JROTC Program Office)</i>, and _____ Sacramento City Unified School District <i>(School District Name)</i> <i>(collectively the Parties)</i> for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ C. K. McClatchy High School <i>(Name of School Hosting the Unit)</i>, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.</p>		
<p>The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by _____ the Department of the Air Force <i>(Military Service Name)</i> on the date of signature below, a JROTC unit is established at _____ C. K. McClatchy High School <i>(Host School)</i> consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.</p>		
<p>I. REFERENCES. The following references are incorporated herein and apply to both Parties:</p> <ol style="list-style-type: none"> 1. 10 U.S.C. §§ 2031-2036 2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program" 3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response" 4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment 5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation 6. _____ AFJROTC MOA Addendum (March 2024) <i>(Name of Military Service-specific Addendum)</i> 		
<p>II. STATEMENT OF NON-DISCRIMINATION. The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in <u>DoD Instruction 6400.01</u>, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.</p> <p>The following School District and Host School office handles inquiries regarding the non-discrimination policies: _____ 5735 47th Avenue Sacramento, CA 95824 <i>(Address)</i>. The following School District and Host School office handles Title IX inquiries and complaints: _____ Melinda Iremonger <i>(Host School District's Title IX Coordinator/ Office Address/Contact Information)</i>. Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]</p>		
<p>III. UNDERSTANDINGS OF THE PARTIES.</p> <ol style="list-style-type: none"> 1. Nondiscrimination. Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities. 2. Retaliation Prohibited. Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited. 3. Partnership/Certification Relationship and Background Checks. JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6. <ol style="list-style-type: none"> a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b. 		

b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

- (1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.
- (2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)
- (3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.
- (4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.
- (5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

- (1) Interview and employ only approved JROTC instructors as required by reference I.6.
- (2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.
- (3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.
- (4) Provide a copy of this certified MOA to JROTC instructors.
- (5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

- (1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.
- (2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.
- (3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

- (1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.
- (2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.
- (3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.
- (4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.
- (5) Have effective and timely procedures in place to ensure the Military Service AFJROTC Chief of Instructor Management (POC) is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party. JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

- (1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

- (2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.
- (3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.
- b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.
- 7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.
- 8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.
- 9. **JROTC Cadet Health/Wellness Participation Waiver.**
 - a) The Host School will:
 - (1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.
 - (2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.
 - b) The Military Service shall:
 - (1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.
 - (2) Identify any Health/Wellness training requirements (refer to reference I.6).
- 10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.
- 11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.
- 12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.
- 13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).
- 14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

IV. POINTS OF CONTACT. The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

Primary:

Title: Tina Alvarez Bevens, Contract Analyst

Address: SCUSD, 5735 47th Avenue, Sacramento CA 95824

Email: tina-alvarez-bevens@scusd.edu

Telephone Number: (916) 643-2464

Alternate:

Title: Superintendent Office

Address: SCUSD, 5735 47th Avenue, Sacramento CA 95824

Email: superintendent@scusd.edu

Telephone Number: (916) 643-9010

2. For the Military Service

Primary:

Title: AFJROTC Headquarters Support Division

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jrs.support@au.af.edu

Telephone Number: 334-953-1597

Alternate:

Title: AFJROTC Chief of Instructor Management

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jri@au.af.edu

Telephone Number: 334-953-7742

V. GOVERNING LAW. This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

VI. MODIFICATION OF MOA. This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

VII. NO WAIVER. Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

VIII. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA together with reference I.6, constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

IX. CONFLICTS. In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

X. REPRESENTATIVE AUTHORITY. Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

XI. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

XII. TERMINATION. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year. Not to exceed more than five (5) years.

XIII. TRANSFERABILITY. This MOA is not transferable.

XIV. ANTI-DEFICIENCY ACT. Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

XV. EFFECTIVE DATE. This MOA takes effect as of the date on which it has been certified by the Military Service.

XVI. CANCELLATION OF PREVIOUS MOA. This MOA cancels and supersedes any prior agreement by the Parties.

FOR THE SCHOOL		
TYPED NAME (Last, First, Middle Initial) AND TITLE Marking, Janea, L, CHIEF BUSINESS OFFICER	SIGNATURE	DATE SIGNED (YYYYMMDD)
FOR THE MILITARY SERVICE		
TYPED NAME (Last, First, Middle Initial) AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED (YYYYMMDD)
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL (No abbreviations) C. K. McClatchy High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS (Include ZIP code) <i>(If P.O. Box must also provide street address for shipping purposes)</i> 3066 Freeport Blvd Sacramento, CA 95818	
c. TYPE OF SCHOOL (Check appropriate box) <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Mrs. Andrea Egan		
e. TELEPHONE NUMBER (916) 395-5050 Ext 503011		
f. FAX NUMBER		
g. EMAIL ADDRESS Andrea-Egan@scusd.edu		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT (No abbreviations) Sacramento City Unified School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS (Include ZIP code) 5735 47th Avenue Sacramento, CA 95824	
c. SUPERINTENDENT'S NAME Mrs. Lisa Allen		
d. TELEPHONE NUMBER (916) 643-9000		
e. FAX NUMBER (916) 643-9480		
f. EMAIL ADDRESS superintendent@scusd.edu		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL		ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM

**DEPARTMENT OF THE AIR FORCE ADDENDUM
TO THE DD FORM 3202 TO ESTABLISH AND OPERATE AN AIR
FORCE OR SPACE FORCE JUNIOR RESERVE OFFICERS' TRAINING
CORPS (AF/SF JROTC) UNIT**

Purpose: This Department of the Air Force-specific addendum is referenced in Section I, Item 6 of the DD Form 3202. The specifications listed in this addendum serve to clarify or amend the standardized requirements listed on the DD Form 3202. This addendum applies to all AF/SF JROTC programs operating under HQ AFJROTC oversight. This document is word-for-word standardized across all AF/SF JROTC programs, and no edits, changes or additions are permitted by an Institution.

SECTION 1. AIR FORCE AGREEMENT: Contingent upon fulfillment of the conditions presented in Sections 2 and 3, the Air Force agrees as follows:

- A. Establish and maintain an AFJROTC program.** The Air Force shall establish and maintain an AF/SF JROTC program at the Institution named in the MOA, subject to the provisions of Public Law, DoD and Air Force publications, the MOA, and continued approval and funding by the Secretary of the Air Force (SECAF).
- B. Prescribe the course of study.** The Air Force shall prescribe all AF/SF JROTC program academic course policy and course content, provide all curriculum text, most teaching aids, and other academic text supplies associated with the conduct of the AFJROTC program.
- C. Provide instructor certifications.** The Air Force shall issue and hold the certification for all AF/SF JROTC instructors. The Air Force shall screen, approve, and certify qualified Air Force or Space Force officers and enlisted members to teach and administer the AF/SF JROTC program in an Institution. As the certifying authority, the Air Force maintains an inherent need-to-know of all information related to an AF/SF JROTC instructor's performance, conduct and employment status. The Air Force shall communicate with the Institution on all matters concerning instructor performance and conduct, as well as any changes in instructor certification.
- D. Provide supply support.** The Institution shall ensure all Air Force owned/purchased property is secured and protected against theft and damage. The Institution shall appoint a Military Property Custodian to be responsible for all Air Force uniforms, supplies, and equipment authorized by applicable Air Force Tables of Allowance and purchased with Air Force funding. The title of ownership for all property and equipment provided to the Institution is retained by the Air Force, unless expressly transferred to the Institution in writing.
- E. Provide financial support:**
 - 1. The Air Force shall reimburse the Institution one half the Minimum Instructor Pay amount, for each instructor, each month for a minimum of 300 calendar days (ten (10) calendar months) each operating school year, up to a maximum of 12 calendar months. Instructor employment dates shall begin on or after 1 July each year and end on or before 30 June

each year and will be reflected on the annual DD Form 2767. The Air Force cost share of the minimum pay due to an AF/SF JROTC instructor is established in 10 USC, Section 2031 and clarified in paragraph 2.C.5.

2. The Air Force shall reimburse the Institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force publications, for costs incident to:
 - a) The procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.
 - b) For required vehicle transportation for logistical support and field trips in support of the AF/SF JROTC program to locations 41 driving miles or more from the school (see section 2.B.1 for trips 40 driving miles or less). The rate of reimbursement shall not exceed the normal commercial rate schedule in the area or the usual rate that the Institution has established for staff travel.
 - c) Meals for AF/SF JROTC students, and lodging costs for AF/SF JROTC students and instructors during official AF/SF JROTC activities away from the Institution.

F. Provide information management support:

1. The Air Force shall publish and disseminate accurate and sufficient information and policy guidance concerning unit operations and instructor management to enable the Institution to properly operate the AF/SF JROTC program and support the AFJROTC mission of citizenship development.
2. The Air Force shall provide the necessary software/database access to support the supply management, budget management, and other reporting functions required by the Air Force. Any information technology equipment purchased by the Air Force for the Institution remains property of the Air Force.

SECTION 2. INSTITUTION AGREEMENT. Contingent upon fulfillment of the conditions presented in Sections 1 and 3, the governing authorities of the Institution agree as follows:

A. AFJROTC Program Infrastructure:

1. **Establish an AFJROTC program.** The Institution shall establish the AF/SF JROTC program in accordance with the provisions of Public Law, DoD and Air Force publications, this MOA, and continued approval by the Secretary of the Air Force (SECAF).
2. **Establish the AFJROTC department.** The AF/SF JROTC program shall be established and operated as a separate, integral academic, and administrative department of the Institution. This applies regardless of AFJROTC program alignment within the Institution's organizational structure.

3. Supervise the AFJROTC department.

- a) The Institution's principal, equivalent, or designee shall be the on-site person exercising overall supervision of the AF/SF JROTC program.
- b) The Institution shall recognize and support the Senior Aerospace Science Instructor (SASI) by ensuring the SASI is designated as the Head of the AF/SF JROTC Department (or equivalent title). The Institution shall ensure the SASI exercises full operational supervision of all other AF/SF JROTC instructors employed at the Institution. Additionally, the Senior AF/SF JROTC Instructor should have direct access to the principal on all AF/SF JROTC-related matters and be a member of the school leadership team.
- c) The Institution's SASI shall be the AF/SF JROTC instructor possessing the highest military grade (retired grade, or current). The SASI shall hold a bachelor's degree or higher. When two AF/SF JROTC instructors are of equal military grade, and both have at least a bachelor's degree, HQ AFJROTC will determine the SASI designation.
- d) The Institution shall ensure the SASI has the authority necessary to operate the AF/SF JROTC program under the leadership of the school principal, equivalent, or designee while ensuring compliance with all Air Force publications.
- e) The Institution shall ensure the SASI is present in meetings where policies, recommendations, or decisions impacting the AF/SF JROTC program are made, including space allocation/utilization (especially for space during inclement weather periods), academic course scheduling, and the hiring of new AF/SF JROTC instructors. Additionally, the SASI shall be directly consulted and afforded an opportunity to provide formal input during any performance/disciplinary meeting, investigation, or potential discharge of AF/SF JROTC instructors employed at the Institution.
- f) Schools will ensure AFJROTC is a safe environment, maintained free from any form of sexual harassment, sexual assault, any other sexual-related misconduct, or any form of verbal/nonverbal harassment or mistreatment.

B. Provide classrooms, office space and technology. The AF/SF JROTC program shall be provided the necessary classroom facilities and office space for the efficient and effective accomplishment of both AF/SF JROTC program academics, and other AF/SF JROTC program activities and objectives. The facilities provided shall be equal to or greater (quantity/quality) than those provided to other programs/courses/activities in the same Institution. The Institution shall furnish appropriate and sufficient technology (i.e., computers, software, projectors, etc.) to conduct AF/SF JROTC academics, and other AF/SF JROTC program requirements. The Institution shall provide the same data system access to all employed AF/SF JROTC instructors that is provided to all other teaching faculty, regardless of any academic degree held, or faculty categorization considerations. The Institution shall ensure network firewalls are configured to allow regular access to AFJROTC data systems.

1. **Provide Transportation.** The Institution shall provide transportation for all AFJROTC students to complete a mandatory field trip once per academic term. Transportation shall be provided at no cost to AFJROTC students, instructors, or the Air Force, for trips up to 40 driving miles one way. Beyond 40 driving miles one way, the provisions of section 1.E.2 applies.
2. **Provide drill areas.** The Institution shall provide and maintain a minimum area of 2,500 square feet to support drill and ceremony instruction year-round. The provided space shall be level, unobstructed, free of vehicular or pedestrian traffic with student safety paramount. Planning and scheduling shall be purposeful to ensure AF/SF JROTC has regular/recurring access and use of indoor facilities during inclement weather periods. The SASI shall be an integral member of all space utilization/master scheduling meetings and discussions to ensure adequate drill space is not overlooked or omitted.
3. **Provide climate-controlled storage space.** The Institution shall provide and maintain a minimum of 400 square feet of climatically controlled storage space for the protection and care of uniforms, supplies, and equipment used in the AF/SF JROTC program. The storage space shall be near the other AF/SF JROTC facilities, must be appropriately organized (i.e., hanging racks, shelves, drawers, etc.) to neatly store and maintain Air Force property. The storage space must be limited to the exclusive use of the AF/SF JROTC program and must be constructed so that access is denied to unauthorized personnel. As the size of the AF/SF JROTC program increases, additional storage space shall be provided in a proportional manner. **IMPORTANT:** The requirement for climate-controlled storage applies year-round. Special consideration must be given to periods of time where the school is not fully occupied or being utilized (i.e., summer recess) to ensure continued climatic controls are maintained. Any loss or damage to uniform items, or repair or cleaning costs resulting from unused, inoperable, inadequate, or failed climate control systems is expressly the responsibility of the Institution.
4. **Ensure security of replica weapons, air rifles, and sabers.** The Institution shall ensure that any AF/SF JROTC replica weapon, air rifle, or saber, regardless of how purchased, is tracked, stored and secured in accordance with current Air Force publications.

C. AFJROTC Instructor Staffing:

1. **Ensure minimum staffing in the AFJROTC program.** An Institution shall employ a minimum of two certified AF/SF JROTC instructors, normally one commissioned officer and one enlisted, regardless of student enrollment in the AF/SF JROTC program. Should a program have a vacancy, the Institution agrees to fill it when qualified and certified candidates are available, within the appropriate grade category of candidate (officer/enlisted as required by HQ AFJROTC).

- 2. Evaluate employment candidates.** The Institution shall not delay or postpone actions necessary to fill a valid AF/SF JROTC instructor vacancy when certified candidates are available. The Institution shall ensure any local application process, interviews, hiring panels, or hiring decisions of available certified instructor candidates are conducted in a timely manner, without regard to an Institution's qualifications for non-AF/SF JROTC faculty positions, or any annual timelines for hiring other faculty members, due to this unique MOA relationship. Instructors employed in an Institution to teach AF/SF JROTC shall only be those individuals who possess a valid AF/SF JROTC instructor certification from the Air Force. The Institution makes the ultimate determination if any certified instructor is suitable to be employed as their AF/SF JROTC instructor.
- 3. Perform employment background checks.** Any background check(s) or associated processes required by an instructor candidate to meet an Institution's employment requirements shall be conducted at no expense to the Air Force.
- 4. Provide instructor employment contracts.** For AFJROTC purposes, a 'school year' begins no earlier than 1 July and ends no later than 30 June. The Institution shall provide AF/SF JROTC instructors with an employment contract with the Institution as the employing agency, with employment contracts beginning on or after 1 July each year and ending on or before 30 June the following year. The Institution verifies all AF/SF JROTC instructor employment contracts with the Air Force via the DD Form 2767. The annual contract duration for an AF/SF JROTC instructor must be a minimum of 300 calendar days except for instructors initially employed after the beginning of, or during, the regular Institution school year. The contract may be administered using regular district procedures as long as the minimum calendar days are met, the Minimum Instructor Pay is provided in accordance with Section 2.C.5, and otherwise is in accordance with this agreement.
- 5. Provide Minimum Instructor Pay (MIP).** Each instructor's monthly MIP amount is prescribed by the Air Force. MIP is the minimum amount of gross monthly compensation payable to each instructor, for each full calendar month of employment as verified on the DD Form 2767. MIP shall be a standalone amount, itemized/categorized independently from any additional stipends, bonuses, or supplements if applicable. The MIP amount due must be paid to each instructor, each full calendar month employed, regardless of the number of workdays required in a calendar month. For partial months employed, the MIP amount must be divided by 30 to get a daily MIP rate, then multiplied by the number of calendar days employed that month. The Institution is encouraged to pay instructors above the monthly MIP commensurate with their experience, education level, local cost of living, after school activities expected, etc. to attract and retain the best instructors. NOTE: The Institution shall not delay full and timely payment to an AF/SF JROTC instructor while awaiting an Air Force MIP reimbursement (see Section 2.C.7).
- 6. Consider extended contracts and targeted stipends.** Contract periods (above the mandatory minimum of 300 calendar days (see Section 2.C.5) are strongly encouraged to allow year-round management and control of Air Force Property, and to allow compensated time for AF/SF JROTC-sponsored summer events, such as summer

leadership courses. Targeted stipends above the MIP are encouraged to compensate instructors for before school, after-school, and weekend AF/SF JROTC activities.

7. **Receive Air Force MIP reimbursements.** Per the provisions of paragraph 1.E.1, the Air Force shall reimburse the Institution one half of the prescribed MIP amount, each calendar month, for the period of employment as verified on each AF/SF JROTC instructor's DD Form 2767. The Air Force's responsibility is limited to the period of employment specified on the DD Form 2767, up to twelve (12) calendar months. NOTE: This reimbursement is to offset the Institution's cost of instructors, not to be an additional amount to be distributed to, or serve as additional salary, for employed instructors.
8. **Establish financial communications.** The Institution agrees to establish and maintain an organizational email account to facilitate timely two-way communications related to MIP and the Air Force reimbursement provided to the Institution. The Air Force prescribes the MIP amount for each instructor and will send a financial statement to the Institution via the organizational email account each month which details the MIP for each instructor and the corresponding Air Force reimbursement amount.
9. **Control AFJROTC instructor duties.** The Institution shall ensure that AF/SF JROTC instructors do not teach or coach any academic class or other activity, or other than those officially part of the AFJROTC program during any regular academic day. Institutions may contract separately with an individual AF/SF JROTC instructor for time outside of the school's regular academic day to teach or coach other activities. Before such a contract is executed by the Institution, all AF/SF JROTC instructors in that Institution will be consulted to deliberately assess the potential negative impacts to AF/SF JROTC program activities, including the equitable distribution of AF/SF JROTC program duties between instructors. The Institution shall not permit any such activity, or shall terminate such activity, if it is determined that such a contract will result in negative impacts to the AF/SF JROTC program, or to the equitable distribution of duties between AF/SF JROTC instructors.
10. **Limit additional faculty duties.** The Institution shall recognize that AF/SF JROTC instructors have AF/SF JROTC program responsibilities beyond classroom teaching, such as uniform inventory and equipment management, data reporting requirements, event planning and financial management, which require a significant amount of non-academic teaching time to accomplish correctly. Considering this, as well as the restrictions stated in paragraph 2.C.9, Instructors shall not perform school security operations (such as metal detector/bag screening or armed security) or serve as a substitute teacher or monitor in any non-AF/SF JROTC class. Additionally, Instructors shall not participate in other instructional activities (i.e., advisory-like periods or study halls) without written approval (waiver) from HQ AFJROTC. AF/SF JROTC instructors are permitted to serve on committees or perform routine non-instructional duties/activities that are typically distributed across the Institution's faculty members (e.g., lunchroom monitor, bus monitor, etc.). Additionally, the Institution shall not use AF/SF JROTC program enrollment, AF/SF JROTC academic class sizes, planning periods, number of teaching periods, daily teaching

load, or AF/SF JROTC instructor non-teaching days as a factor in determining an AF/SF JROTC instructor's availability to perform any additional faculty duties.

- 11. Understand employment/certification relationship.** AF/SF JROTC instructors shall be responsible to both the Institution (their employer) and the Air Force (their certifier) for proper operation of the AF/SF JROTC program and their continued personal professional conduct. In no event shall the Institution represent AF/SF JROTC instructors as Air Force employees, or Air Force representatives, other than for representing their host AF/SF JROTC program. In addition to the Institution's mandatory requirements, AF/SF JROTC instructors have mandatory responsibilities levied upon them by the Air Force. These include, but are not limited to, operating a program that meets all Air Force expectations, submitting reports, meeting deadlines, tracking Air Force property, issuing, and collecting uniforms, and identifying and reporting to the Air Force any Institution noncompliance with this MOA or other Air Force publications.
- 12. Credentialing and licensing of AFJROTC instructors.** AF/SF JROTC instructors will receive AF/SF JROTC-specific training and instructor certification from the Air Force. Any professional development, background checks, training, licenses, or credentialing requirements required by the state, or the Institution shall be accomplished at no expense to the Air Force.
- 13. Consider additional AF/SF JROTC instructors.** Additional instructors (above the minimum of two) may be authorized when an AF/SF JROTC program's "teaching load" increases to 151 cadets and increments of 100 thereafter. In absence of Institution support for an additional AF/SF JROTC instructor position, the Institution shall cap student enrollment in the AF/SF JROTC program as required to meet this mandate. The definition of "teaching load" is codified in AFJROTC Instruction 36-2010.
- 14. Ensure professional instructor appearance.** AF/SF JROTC Instructors shall always present a professional military appearance. Instructors must meet and maintain Air Force uniform wear, personal grooming, and overall appearance standards. The aforementioned factors are conditions of their continued certification. The Institution must ensure AF/SF JROTC instructors wear the Air Force-prescribed attire and maintain all associated standards when performing their official AF/SF JROTC duties.
- 15. Monitor and report instructor performance and behavior.** The Air Force holds the certification of all AFJROTC instructors, and therefore the Air Force maintains the inherent need to monitor instructor behavior and receive detailed information regarding instructor performance, professional conduct, and employment status at any time.
 - a) Mandatory notifications.** The Institution shall officially notify the Air Force within one (1) business day, and with full and complete details, when any of the following involving an AF/SF JROTC instructor are suspected or known: an allegation made against an instructor by any person, an investigation involving an instructor for any reason, any administrative leave or suspension being considered or issued to an instructor, any civil misconduct discovered, any arrest or crime alleged/reported, any

potential violation of an Institution's policy (ies), any student or parent complaint, any written administrative counseling, written directive, or written/verbal reprimand, any deficient performance discovered or inappropriate behavior alleged/reported, or any changes in the employment status or pay status of an instructor.

b) Mandatory information. When notification is required by 2.C.15.a., the Institution shall provide to the Air Force full and complete details about the allegations and/or situation, and the district's assessment of the potential severity and potential impact of the situation (regardless of any investigation status) to permit the Air Force to assess any immediate or necessary certification actions. The Institution agrees to provide a full and timely response to the Air Force when asked questions about any reportable situation. NOTE: the Institution's notification to the Air Force shall not include personally identifiable information of anyone other than the AF/SF JROTC instructor(s) involved. When an investigation is completed, the school shall provide HQ AFJROTC a written response detailing the final findings/outcome, with personally identifiable information of any non-AFJROTC instructors redacted.

c) Investigation timeliness. Due to the cost-shared relationship of AF/SF JROTC instructors, the Institution agrees to adjust and/or reprioritize internal resources to complete any AF/SF JROTC instructor-focused investigation in an expedited manner, but no later than 30 calendar days after an allegation is known. When an investigation cannot be fully completed in 30 calendar days, the Institution shall provide the Air Force a comprehensive explanation of the reason(s) for the delay, with weekly updates required thereafter until the investigation is completed.

16. Perform instructor evaluations (Institution-directed). The Institution may conduct annual instructor evaluations of AF/SF JROTC instructors using the same instrumentalities and rubrics they to evaluate all faculty members. Discovery of any poor instructor performance shall be reported to HQ AFJROTC within three (3) business days of discovery.

17. Perform instructor evaluations (Air Force-directed). The Institution shall complete annual instructor evaluations of AF/SF JROTC instructors using the AFJROTC Form 98, *Instructor Performance Evaluation* per Section III, Item 4.b) (2) of the DD Form 3202. These evaluations shall be completed each school year no earlier than 1 December and no later than 15 May. These annual evaluations shall be transmitted electronically to HQ AFJROTC immediately upon completion.

18. Terminating instructors. As the employer, the Institution has the right to terminate or non-renew the employment of an AF/SF JROTC instructor in accordance with regular Institutional rules and policies, and without prior consultation with the Air Force. However, when a termination/non-renewal event is projected or occurs, the Institution shall inform the Air Force of the event, along with full details of the associated circumstances, within one (1) business day. Should an instructor resign in lieu of termination, or resign in lieu of the Institution pursuing termination proceedings, this shall be specifically reportable to the Air Force, along with full details within (1) business day.

- 19. Instructor suspended certifications or decertifications.** HQ AFJROTC may suspend the certification of an AF/SF JROTC instructor for a specific cause. If an AF/SF JROTC instructor is placed under suspended certification, performing AF/SF JROTC duties is prohibited and contact with any AF/SF JROTC students is prohibited. The instructor's paid or unpaid status is at the discretion of the school district.
- 20. Instructor decertifications** Should the Air Force decertify an AF/SF JROTC instructor, it is effective immediately and the associated cost share is terminated. The school may choose to continue their employment in a non-AF/SF JROTC capacity or choose to terminate their employment. Decertified instructors are entitled to appeal the decertification and seek certification reinstatement. If an appeal to the decertification is filed and is successful, their AF/SF JROTC certification may be reinstated (with or without conditions), and the Institution may return them to AF/SF JROTC employment.
- 21. Reporting unpaid/underpaid periods of employment.** The Institution shall notify the Air Force within three (3) business days of any unpaid period of employment, or any period of employment where the Minimum Instructor Pay was not provided.
- 22. Understand intra-district instructor transfers.** In no case will an AFJROTC instructor be directed to move to another Institution, or permitted to transfer to another Institution, or otherwise be reassigned to another Institution unless they fully meet Air Force transfer eligibility requirements as prescribed in Air Force publications, or they are provided an approved waiver from the Air Force (in advance). Transferring an instructor triggers an automatic recalculation of their Minimum Instructor Pay amount.

D. AFJROTC Student Enrollment.

- 1. Conduct an all-inclusive AF/SF JROTC program.** Voluntary student enrollment and continuing enrollment in the program shall be conducted without discrimination. This discrimination prohibition does not include denying enrollment into AF/SF JROTC, or removing a student from AF/SF JROTC, when that student does not initially agree to meet and maintain AF/SF JROTC standards, or once enrolled, fails to meet and/or maintain AF/SF JROTC standards including, but not limited to uniform wear, grooming and personal conduct standards.
- 2. Meet minimum voluntary enrollment.** The Institution must maintain a minimum voluntary enrollment in the AF/SF JROTC of at least a) 10 percent of the Institution's student population (population of grades 9-12 only), or b) 100 students, whichever is less. While all students in the high school are encouraged to voluntarily enroll in the AF/SF JROTC program, actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain, the mandatory program requirements of continued enrollment in AF/SF JROTC. NOTE: If individual 8th grade students are enrolled in AF/SF JROTC classes, the 8th grade student population will not be included in the overall school population statistics.

3. **Ensure minimum grade level enrollment in AF/SF JROTC.** The Institution shall ensure voluntary AFJROTC enrollment is available to all high school students (grades 9-12 only). Eighth grade students can enroll in AFJROTC only if the 8th grade facilities are collocated with the facilities housing grades 9-12 (transporting an 8th grade student to an AFJROTC class is not permitted).
4. **Ensure equitable class scheduling.** The scheduling of all AF/SF JROTC program academic courses shall be planned and accomplished in a manner that makes it equally convenient for students to participate in AF/SF JROTC academic courses as it is for other programs/courses offered by the Institution. NOTE: Institutions operating on a 4x4 schedule should only enroll students in an AF/SF JROTC academic course for one academic term per school year unless exceptional circumstances exist.
5. **Provide access to feeder schools.** The Institution shall ensure that AF/SF JROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the AF/SF JROTC program to future 9th grade students. Failure to do so may result in low enrollment.
6. **Permit only voluntary student enrollment.** The Institution will ensure all enrollments of students into the AF/SF JROTC program are conducted with the prior knowledge and endorsement of the SASI. Prospective AFJROTC students must be fully informed of all mandatory AF/SF JROTC requirements before being allowed to enroll into the AF/SF JROTC program. Only students who voluntarily choose to meet and maintain acceptable standards of AF/SF JROTC uniform wear, AF/SF JROTC grooming standards and personal conduct standards shall be enrolled into, and permitted to remain in, the AF/SF JROTC program.
7. **Permit only full-time student enrollment.** No student shall be enrolled in the AF/SF JROTC program when any non-AFJROTC academic requirements will knowingly create a period of absence for that student from taking the full-length AF/SF JROTC academic course.
8. **Satellite units.** All AF/SF JROTC program instruction shall take place at the host Institution. However, travel to an adjacent 9th grade academy, operating directly under the host Institution is permitted.
9. **Consider crosstown enrollment agreements.** Students from other local schools may participate in the AF/SF JROTC program at the host Institution under the following conditions:
 - a) Travel by students from other local schools to the host Institution shall be scheduled to ensure that the arrival and departure of the crosstown students permits full class period attendance at the host Institution each academic day.

- b) Travel by students from other local schools to the host Institution to participate in AFJROTC academic courses, as well any before/after school AF/SF JROTC program activities, must be conducted at no expense to the Air Force.
- c) The principal of the host Institution maintains overall supervisory responsibility of the AF/SF JROTC program and may terminate the crosstown agreement at any time.
- d) Principals from all schools involved must agree in writing.
- e) Instructors may not travel to crosstown schools to conduct AF/SF JROTC instruction.
- f) Crosstown agreements cannot be used to facilitate any 8th grade student attendance.

10. Ensure students meet and maintain AF/SF JROTC uniform wear and grooming standards. Students enrolled in the AF/SF JROTC program must wear the prescribed AF/SF JROTC uniform as prescribed by HQ AFJROTC directives. Anytime a student is wearing the AF/SF JROTC uniform, they shall abide by all Air Force standards for correct uniform wear, proper grooming standards, and proper personal conduct. The uniform wear requirement shall be a full-day requirement, not limited to an AF/SF JROTC classroom or the AF/SF JROTC class period but will include all non-AF/SF JROTC classes attended by the student. However, when other clothing is specifically required by non-AF/SF JROTC classes, such as shop, culinary, or physical education, changing is allowed for the duration of the non-AF/SF JROTC class only.

11. Ensure students meet and maintain AF/SF JROTC personal conduct standards. While enrolled in the AF/SF JROTC program, students are required to meet and maintain standards of personal conduct that are not disruptive to others and otherwise meet AF/SF JROTC program standards. Students with a history of disruptive behavior shall not be enrolled in AF/SF JROTC unless specifically screened, evaluated, and approved for enrollment by the Senior AF/SF JROTC Instructor. Students who exhibit uncorrected disruptive behavior or fail to otherwise adhere to program standards shall not be permitted to remain enrolled in AF/SF JROTC. Any student whose personal conduct negatively impacts other students' ability to focus, learn, achieve, and/or experience the AF/SF JROTC program appropriately, shall not be permitted to remain in the AF/SF JROTC program. NOTE: Students with an IEP or 504 plan may still be removed for documented cause.

12. Uphold continued enrollment rules. Continued student enrollment in the AF/SF JROTC program shall be in accordance with the provisions of Public Law, supporting DoD, Air Force publications, and the provisions of this MOA. The Institution agrees to make no policy that conflicts with the mandatory requirements of continued student enrollment in AF/SF JROTC, or expeditious student removal from the AF/SF JROTC environment, up to and including program disenrollment. Furthermore, on an annual basis (preferably before the school year starts), the Principal and SASI will collaborate and mutually agree upon a disenrollment process for the AF/SF JROTC program.

13. Addressing disruptive or noncompliant student behavior. If a student enrolled in AF/SF JROTC is found to be in violation of Section 2.C.10 or 2.C.11 of this MOA, or otherwise fails to meet minimum standards of personal conduct or program requirements, the Senior AF/SF JROTC Instructor shall immediately document the facts of the issue. The Senior AF/SF JROTC instructor shall immediately address the situation in writing with the school administration, counselors, and the parents of the student. Should the negative behavior not be immediately corrected, the Institution agrees to remove the student from the AF/SF JROTC environment while the corrective actions are being addressed and/or program disenrollment is being processed. The Institution agrees that no student will be allowed to remain in the AF/SF JROTC program with uncorrected disruptive or uncorrected non-compliance with program standards.

14. Removal and disenrollment of AF/SF JROTC students. The Institution agrees to always have a contingency plan in place to remove from the AF/SF JROTC environment, any student who fails to meet and/or maintain compliance with AF/SF JROTC program standards (i.e., failure to comply with uniform wear/grooming standards, fighting, drug use, school suspension, harassment, etc.). The Institution shall not sanction, nor tolerate, nor have any policy that permits the continued presence of a disruptive or noncompliant student in the AF/SF JROTC program. The Senior AF/SF JROTC Instructor shall be permitted to manage a fully compliant AF/SF JROTC program, and with proper cause, be supported by the Institution in removing a disruptive or noncompliant student from the AF/SF JROTC environment at any time during the academic term. Students removed from the AF/SF JROTC environment for behavior that cannot be corrected, shall be disenrolled from the AF/SF JROTC program. NOTE: A maximum of three (3) weeks is sufficient to complete the entire administrative disenrollment/decision process.

E. Academic Requirements:

- 1. Present only AF/SF JROTC curriculum.** Only the AF/SF JROTC-prescribed curriculum will be presented by AFJROTC instructors. Deviating from the AF/SF JROTC-prescribed curriculum is only permitted when specifically requested by the Institution and approved in advance, in writing by the Air Force.
- 2. Grant academic credit.** All AF/SF JROTC program academic courses shall be conducted by the Institution as full term/full credit course (not partial term/partial credit) and academic credit shall be granted toward graduation requirements for successful completion of an AF/SF JROTC academic course. Academic credit granted shall be equivalent to the credit given for other academic courses in the Institution.
- 3. Ensure minimum course length.** All AF/SF JROTC program academic courses shall be conducted as regular, full-time academic courses consisting of a minimum of 120 classroom hours per academic term. Crosstown agreements must ensure that the arrival and departure of the crosstown students are arranged to permit attendance of the full class period at the host Institution each day of attendance.

4. **Collect and report metrics.** The Institution shall collect and maintain data related to the academic performance and graduation data of students currently, or previously enrolled in the AF/SF JROTC program. For audit and evaluation purposes, Institutions hosting an AF/SF JROTC program shall provide to the Air Force data on gender, age, grade level, race and/or ethnicity of students enrolled in the AF/SF JROTC program. This data shall be reported to the Air Force, or its agents, when requested by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.
5. **Permit Student Participation in External AF/SF JROTC Activities.** The Institution shall not have any policies that restrict or prevent an AF/SF JROTC student from participating in any AF/SF JROTC-approved or AF/SF JROTC-funded activity. Activities may include (but are not limited to) incentive flights on Civil Air Patrol or military aircraft, marksmanship, archery, drones, robotics, or model rocketry.

F. Logistical Support & Accountability:

1. **Provide a military property custodian (MPC).** The Institution shall appoint an employee of the Institution as the MPC. Normally, AF/SF JROTC instructors are appointed to this duty, but any Institution employee may be appointed when necessary. The MPC will be empowered to perform the required supply functions incident to the acquisition, accounting, and handling of supplies, equipment and uniforms issued to or purchased with Air Force funds. The Institution shall also ensure that the appointed MPC conducts a full inventory of all Air Force funded items and performs required disposition actions before transferring the MPC duties to another individual. The school must always have an MPC appointed.
2. **Provide instructional materials.** The Institution shall provide to the AF/SF JROTC Department all the instructional aids, supplies, equipment, materials, services, furniture, computers and support, copiers, scanners and privileges afforded other academic departments at the Institution.
3. **Provide transportation.** The Institution shall provide transportation for AF/SF JROTC field trips and other off-Institution activities comparable to the transportation provided for other Institution programs, activities, or courses.
4. **Provide security and accounting for Air Force property.** The Institution shall conform to the publications of the Air Force relating to the issue, receipt, storage, safeguarding, and turn-in of Air Force-purchased uniforms, textbooks, supplies, equipment, and other educational materials at the Institution.
5. **Assume liability.** The Institution shall safeguard and retain liability for all Air Force property located at the Institution, making full restitution after all occurrences of theft, loss, and negligent or willful damage or destruction. If the Institution elects to provide an insurance policy, it shall name the United States Air Force as an additional insured.

- 6. Provide funding support.** The Institution shall provide funding support to purchase unique AF/SF JROTC program-related equipment and supplies that directly support school-based activities (i.e., color guard equipment, flags, flag poles, etc.) comparable to the funding provided for other Institution programs, activities, or courses.

G. Understand AF/SF JROTC Activity Reimbursements.

- 1.** The Institution shall fund, in advance, purchases which are specifically authorized to receive reimbursement by the Air Force, within the fund limitations imposed by the Air Force. These purchases directly support AF/SF JROTC program activities and operations and include, but are not limited to transportation, lodging, meals, uniform items, uniform alterations and dry cleaning. The Air Force provides a state tax exemption letter (with federal tax exemption number) for these purchases. The Institution (via the AF/SF JROTC instructors) shall obtain and submit documentation for authorized reimbursements in accordance with Air Force publications.
- 2.** The Defense Finance & Accounting Service requires Institutions to establish a direct deposit System for Award Management (SAM) account, enabling an electronic funds transfer of reimbursement payments. SAM.gov accounts shall be managed/maintained organizationally at the school and/or district level. SAM.gov accounts should never be linked to an individual instructor. SAM accounts must be renewed annually. The Institution shall maintain and provide original invoices, receipts and other supporting documentation used for reimbursement in accordance with DoD and Air Force publications.

H. Other Provisions.

- 1. Ensure publication compliance.** The Institution shall comply with all Air Force publications governing unit operations, AF/SF JROTC curriculum, student performance, instructor management, logistics management and financial management. Current publications are available to AF/SF JROTC instructors via the WINGS database.
- 2. Provide reports and meet deadlines.** The Institution shall facilitate completion, through Air Force channels, of necessary instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, academic metrics, and other recurring and periodic reports required by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.
- 3. Approve chaperones to assist with AF/SF JROTC events/activities.** The Institution shall utilize school district guidance to approve chaperones to accompany cadets for local after school or weekend AF/SF JROTC events and activities if a certified instructor will not be present. This excludes overnight stays where a certified instructor must be present, ensuring the cadet-to-chaperone ratio is strictly followed. Instructors must utilize good judgment and be present for activities where an instructor needs to ensure safety or be the

Air Force representative. NOTE: Wellness/PT sessions must be monitored by a certified AF/SF JROTC Instructor with a current CPR certification.

SECTION 3. BOTH PARTIES AGREEMENT. Contingent upon the acceptance of this MOA, both parties mutually agree as follows:

- A. Maintain accreditation.** The Institution must maintain accreditation by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3.E.2 of this agreement.
- B. AF/SF JROTC instructor training and credentialing.** The Air Force may conduct periodic workshops for instructors hired to conduct the AF/SF JROTC program. The Institution shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. The Air Force will pay for transportation, lodging and provide per diem for these events. Any salary for these periods is at the discretion of the Institution. Attendance waivers may be authorized by the Air Force in extenuating circumstances. The Institution shall afford AF/SF JROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.
- C. AF/SF JROTC program assessments.** Representatives of the Air Force shall be authorized to make visits to the Institution, both announced and unannounced, to assess the AF/SF JROTC program, locate and inspect Air Force property, and to ensure continued compliance with the provisions of Public Law, DoD and Air Force publications and this MOA.
- D. Actions on AF/SF JROTC instructor certifications.** The Air Force holds the certification for all AF/SF JROTC instructors. The Air Force retains the right to place on probation, suspend, or permanently remove the certification of an AF/SF JROTC instructor for any breach of standards. The Institution will remove any suspended or decertified instructor from the AF/SF JROTC program.

E. MOA Termination Clauses.

- 1. This agreement may be terminated at the completion of any regular school year by either party, or sooner by mutual agreement. If the governing authorities of an Institution decide to discontinue their AFJROTC program, they must notify the Director, Air Force JROTC in writing at: Director of AFJROTC, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6106.
- 2. Institutions which do not fulfill the provisions prescribed in this MOA, or in applicable Air Force publications, may be placed on probation, or otherwise notified of a failure to meet standards. The appropriate Institution authorities will be required to correct the deficiency within a specified timeframe or risk disestablishment of the AF/SF JROTC program.
- 3. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the AF/SF JROTC program if the best interest

of the Air Force would be served by doing so, regardless of the provisions of paragraphs 3.E.1 and 3.E.2 of this MOA.

4. The governing authorities of the Institution shall, in the event of mutual or unilateral termination of this agreement, or in the event of disestablishment as prescribed by the Secretary of the Air Force, return to the Air Force all Air Force-owned equipment, supplies, uniforms, and educational curriculum materials in the custody of the Institution (to include all such items purchased using funds provided to the Institution by the Air Force) in accordance with procedures and guidance in existence or provided by the Air Force at the time of the termination of this agreement or disestablishment of the AF/SF JROTC program.

F. General Provisions.

1. This is a standardized agreement, and no language contained herein will be modified, revised, or adjusted to address the concerns of any specific Institution.
2. Regardless of changes in the original signatories, this agreement shall remain in effect until officially terminated, or superseded, under a provision of sub-section 3.E.
3. The agreement shall become effective upon signature by the Institution's Superintendent (or equivalent), and the Director of Air Force Junior ROTC.
4. The DD Form 3202 and this addendum represents the entire agreement and supersedes any prior agreement, understandings, or representations between the Air Force and the Institution pertaining to the establishment and maintenance of an AF/SF JROTC program.
5. This agreement will be reviewed for currency as determined by the Air Force. The Air Force reserves the right to mandate renewal of this agreement by both parties if significant program changes occur.
6. This agreement is governed by and shall be construed under Public Law.
7. Unless expressly stated in writing, signed by the Air Force, the waiver by the Air Force of any act, duty, or obligation required of the Institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the Institution.
8. Nothing in this agreement will be construed as obligating the Air Force, their officers, employees, or agents to expend any funds more than the appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 USC Section 1341).
9. Each signatory of this agreement certifies he or she is fully authorized to enter into the terms and conditions of this agreement and to execute the same to effectively bind each party to its terms.

- 10.** The Institution shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender, or any other category prohibited by law.
- 11.** Unless otherwise stated herein, notices under this agreement must be in writing and shall be effective upon positive confirmation of receipt.
- 12.** In accordance with Sections 1, 2 and 3, all parties agree and will comply with the provisions of this Addendum.

(signatures are collected on the DD Form 3202)

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Service Location	Suffix
				24	24239	67439	EZ
Attention Expanded Learning Programs Coordinator				INDEX		County Code	
Program Office Expanded Learning Office				0150		34	
Telephone (916) 643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE			
Name of Grant Program After School Education and Safety Grant				Resource Code		Revenue Object Code	
				6010		8590	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$9,160,217.35		\$9,160,217.35		07/01/2024	06/30/2025	

I am pleased to inform you that you have been funded for the After School Education and Safety Grant.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the analyst listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Fred Sharp at Fsharp@cde.ca.gov

California Department of Education Contact Fred Sharp		Job Title Associate Governmental Program Analyst	
E-mail Address Fsharp@cde.ca.gov		Telephone (916) 319-0720	
Authorized by the State Superintendent of Public Instruction or Designee 		Date December 16, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address		Telephone	
Signature 		Date	

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	01
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$74,700		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

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

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson			Job Title Education Programs Consultant				
E-mail Address CPAcademies@cde.ca.gov				Telephone 916-319-0457			
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>				Date December 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>							
Printed Name of Authorized Agent			Title				
E-mail Address				Telephone			
Signature ▶				Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	02
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$81,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

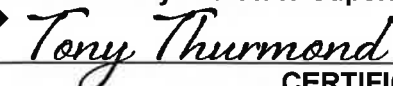

I am pleased to inform you that you have been funded for the Corporate Business Academy, 0086, at Hiram W. Johnson High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant	
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457
Authorized by the State Superintendent of Public Instruction or Designee 			Date December 11, 2024
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address			Telephone
Signature 			Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER					
	FY	PCA	Service Location	Suffix		
	2024	23181	67439	03		
Attention: Lisa Allen, Interim Superintendent		INDEX		County Code		
Email: superintendent@scusd.edu		0615		34		
Telephone: 916-643-9000		STANDARDIZED ACCOUNT CODE STRUCTURE				
Grantee Unique Entity ID (UEI)		Resource Code		Revenue Object Code		
Program Office: Accounting Office, Categorical Programs		7220		8590		
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$81,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	



I am pleased to inform you that you have been funded for the Health and Medical Sciences Academy, 0168, at Hiram W. Johnson High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant	
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457
Authorized by the State Superintendent of Public Instruction or Designee 			Date December 11, 2024
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address			Telephone
Signature 			Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Service Location	Suffix
				2024	23181	67439	04
Attention: Lisa Allen, Interim Superintendent Email: superintendent@scusd.edu Telephone: 916-643-9000				INDEX		County Code	
				0615		34	
Grantee Unique Entity ID (UEI) Program Office: Accounting Office, Categorical Programs				STANDARDIZED ACCOUNT CODE STRUCTURE			
				Resource Code		Revenue Object Code	
				7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
			\$81,000		7/01/2024	6/30/2025	
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency		

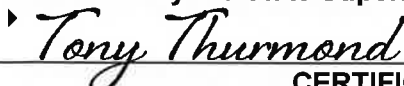

I am pleased to inform you that you have been funded for the Law/Criminal Justice Academy, 0084, at Hiram W. Johnson High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant	
E-mail Address CPAcademies@cde.ca.gov		Telephone 916-319-0457	
Authorized by the State Superintendent of Public Instruction or Designee 		Date December 11, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<p><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. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i></p>			
Printed Name of Authorized Agent		Title	
E-mail Address		Telephone	
Signature 		Date	

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER					
				FY	PCA	Service Location	Suffix		
				2024	23181	67439	05		
Attention: Lisa Allen, Interim Superintendent				INDEX		County Code			
Email: superintendent@scusd.edu				0615		34			
Telephone: 916-643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE					
Grantee Unique Entity ID (UEI)				Resource Code		Revenue Object Code			
Program Office: Accounting Office, Categorical Programs				7220		8590			
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98									
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date			
			\$57,600		7/01/2024	6/30/2025			
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency				

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

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson			Job Title Education Programs Consultant			
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457			
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>			Date December 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>						
Printed Name of Authorized Agent			Title			
E-mail Address			Telephone			
Signature ▶			Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	06
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$63,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	


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

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant	
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457
Authorized by the State Superintendent of Public Instruction or Designee 			Date December 11, 2024
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address			Telephone
Signature ▶			Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	07
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$81,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

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

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant			
E-mail Address CPAcademies@cde.ca.gov		Telephone 916-319-0457			
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date December 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS					
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>					
Printed Name of Authorized Agent		Title			
E-mail Address		Telephone			
Signature ▶		Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Service Location	Suffix
				2023	25673	67439	I1
Attention Lisa Allen, Interim Superintendent				INDEX		County Code	
Email superintendent@scusd.edu				0615		34	
Telephone 916-643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)				Resource Code		Revenue Object Code	
Program Office Accounting Office, Categorical Funds				6383		8590	
Name of Grant Program Golden State Pathways Program: Implementation Grant							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$332,879		\$332,879		04/2/2024	06/30/2029	
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency		

I am pleased to inform you that you have been funded for the Golden State Pathways Program: Implementation Grant at Sacramento City Unified School District (224I).

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Golden State Pathways Program at GSPP@cde.ca.gov

California Department of Education Contact Michelle Triplett		Job Title Education Programs Consultant	
E-mail Address GSPP@cde.ca.gov		Telephone 916-323-4747	
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date December 19, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.			
Printed Name of Authorized Agent Janea Marking		Title Chief Business & Operations Officer	
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055	
Signature <i>Janea Marking</i>		Date 01/24/2025	

Grant Award Notification (Continued)

The following Grant 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 Golden State Pathways Program (GSPP) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 53020 through 53025. 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.
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:
 - The first payment of 85 percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - The GSPP Annual Expenditure Report is due no later than 60 days after the close of each fiscal year. The GSPP Annual Expenditure Report should include a narrative of expenditures. Failure to submit a GSPP Annual Expenditure Report with a detailed narrative may result in a billing from the CDE for grant funds paid.
 - Grant recipients shall annually collect and submit data, disaggregated by pupil subgroup, on the outcome measures identified in the California EC Section 53024 (c). The annual report is due to the grant recipient's RTAC in mid-May, beginning May 20, 2026.
 - The final payment will be processed after CDE receives the initial student data report.
6. 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 GSPP sites.

If you have any questions regarding the GSPP requirements of the grant, please contact Michelle Triplett, Education Programs Consultant, Academy, Apprenticeship, and Internship Office (AAIO), at GSPP@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, AAIO, at GSPP@cde.ca.gov.

<p>MEMORANDUM OF AGREEMENT BETWEEN _____ <div style="text-align: right;"><i>(Military Service)</i></div> AND _____ <div style="text-align: right;"><i>(Name of School District)</i></div> TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT</p>	<p>Form Approved OMB Number 0704-0680 Expires 02/28/2027</p>
<p>The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative</p>	
<p style="text-align: center;">Privacy Advisory</p> <p>Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended</p>	
<p>This Memorandum of Agreement (MOA) is hereby entered into by and between _____ <i>(Military Service Name)</i> acting through _____ <i>(first General/Flag Officer Command above JROTC Program Office)</i>, and _____ <i>(School District Name)</i> <i>(collectively the Parties)</i> for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ <i>(Name of School Hosting the Unit)</i>, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.</p>	
<p>The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by _____ <i>(Military Service Name)</i> on the date of signature below, a JROTC unit is established at _____ <i>(Host School)</i> consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.</p>	
<p>I. REFERENCES. The following references are incorporated herein and apply to both Parties:</p> <ol style="list-style-type: none"> 1. 10 U.S.C. §§ 2031-2036 2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program" 3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response" 4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment 5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation 6. _____ <div style="text-align: right;"><i>(Name of Military Service-specific Addendum)</i></div> 	
<p>II. STATEMENT OF NON-DISCRIMINATION. The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in DoD Instruction 6400.01, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.</p> <p>The following School District and Host School office handles inquiries regarding the non-discrimination policies: _____ <div style="text-align: right;"><i>(Address)</i>. The following School District and Host School office handles Title IX inquiries and complaints: _____ <i>(Host School District's Title IX Coordinator/ Office Address/Contact Information)</i>. Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]</div></p>	
<p>III. UNDERSTANDINGS OF THE PARTIES.</p> <ol style="list-style-type: none"> 1. Nondiscrimination. Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities. 2. Retaliation Prohibited. Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited. 3. Partnership/Certification Relationship and Background Checks. JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6. <ol style="list-style-type: none"> a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b. 	

b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

- (1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.
- (2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)
- (3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.
- (4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.
- (5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

- (1) Interview and employ only approved JROTC instructors as required by reference I.6.
- (2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.
- (3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.
- (4) Provide a copy of this certified MOA to JROTC instructors.
- (5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

- (1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.
- (2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.
- (3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

- (1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.
- (2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.
- (3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.
- (4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.
- (5) Have effective and timely procedures in place to ensure the Military Service _____ (POC) is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by Instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party, JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

- (1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

- (2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.
- (3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.
- b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.
7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.
8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.
9. **JROTC Cadet Health/Wellness Participation Waiver.**
- a) The Host School will:
- (1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.
- (2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.
- b) The Military Service shall:
- (1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.
- (2) Identify any Health/Wellness training requirements (refer to reference I.6).
10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.
11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.
12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.
13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).
14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

IV. POINTS OF CONTACT. The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

Primary: Tina Alvarez Bevens

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate: _____

Title: _____

Address: _____

Email: _____

Telephone Number: _____

2. For the Military Service

Primary: _____

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate: _____

Title: _____

Address: _____

Email: _____

Telephone Number: _____

V. GOVERNING LAW. This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

VI. MODIFICATION OF MOA. This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

VII. NO WAIVER. Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

VIII. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA together with reference I.6. constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

IX. CONFLICTS. In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

X. REPRESENTATIVE AUTHORITY. Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

XI. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

XII. TERMINATION. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year.

XIII. TRANSFERABILITY. This MOA is not transferable.

XIV. ANTI-DEFICIENCY ACT. Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

XV. EFFECTIVE DATE. This MOA takes effect as of the date on which it has been certified by the Military Service.

XVI. CANCELLATION OF PREVIOUS MOA. This MOA cancels and supersedes any prior agreement by the Parties.

FOR THE SCHOOL		
TYPED NAME <i>(Last, First, Middle Initial) AND TITLE</i>	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial) AND TITLE</i>	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i>	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i>	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME		
e. TELEPHONE NUMBER		
f. FAX NUMBER		
g. EMAIL ADDRESS		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i>	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i>	
c. SUPERINTENDENT'S NAME		
d. TELEPHONE NUMBER		
e. FAX NUMBER		
f. EMAIL ADDRESS		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM	

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

This Addendum for the Establishment of a Navy Junior Reserve Officers Training Corps (“NJROTC”) Unit is hereby entered into by and between _____ (“School District”) and the Department of the Navy, acting through the Naval Service Training Command (“Navy” or “NSTC”) pursuant to Title 10, United States Code, Chapter 102, Sections 2031, *et seq.* (“Statute”). This Agreement is effective on the date signed by authorized representatives of both parties (“Effective Date”).

1. **Unit Established; Status of Units.** An NJROTC unit (“Unit”) is hereby authorized at the following school in the School District (“Host School”):

a. Each Unit may be located only at its designated Host School and cannot be moved without prior written Navy consent and modification to this Agreement. Each Host School shall establish as an integral academic and administrative department of the school a Department of Naval Science (“DNS”) to administer the NJROTC program.

2. **Accreditation.** The School District warrants and represents that each Host School is fully accredited by the cognizant State or regional accreditation agency. Each Host School shall remain fully accredited at all times. Failure to maintain such accreditation shall be grounds for termination of the Agreement, in accordance with Paragraph 12 below. The School District shall immediately notify the Navy at the address noted in Paragraph 13.h in the event that the accreditation of any Host School comes under investigation, withdrawal is being considered, or accreditation is withdrawn.

3. **Additional Requirements; Minimum Number of Enrolled Students.** The Host School shall limit membership in the Unit to students who meet the statutory criteria, as well as Department of Defense (“DoD”) and Navy Instructions pertaining to NJROTC (collectively, and as may be amended from time to time “NJROTC Regulations”). These criteria require that participating students:

- a. Are citizens or nationals of the United States, or aliens lawfully admitted to the United States for permanent residence;
- b. Maintain acceptable standards of academic achievement and standing that warrants at least normal progression leading to graduation;
- c. Maintain acceptable standards of conduct as set forth in the NJROTC Cadet Field Manual;
- d. Comply with the grooming standards set forth in the NJROTC Cadet Field Manual; and
- e. Comply with any other statutory criteria and NJROTC Regulations, as may be amended from time to time.

4. **Instructors.**

a. **Number.** The School District shall employ a minimum per Unit of one retired officer as the Senior Naval Science Instructor, and one retired enlisted person as the Naval Science Instructor (“NJROTC Instructors”). Additional NJROTC Instructors shall be employed when authorized by the Navy, in accordance with the student/instructor ratios set forth in NJROTC Regulations. The School District shall notify the Navy in accordance with Paragraph 4.g. prior to hiring any NJROTC instructor, to ascertain whether or not that instructor is certified as required by Paragraph 4.c.

b. **District Employees.** NJROTC Instructors and such other personnel that are hired to support the NJROTC program at the Host School are employees of the School District. In no event shall the School District represent such instructors and personnel as Navy employees, agents, or contractors. The School District shall include the Senior Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Naval Science Instructors.

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

c. Certification. NJROTC Instructors must be certified by NSTC to administer the NJROTC program and teach the Naval Science curriculum. The Navy has the right to decertify NJROTC Instructors on the grounds set forth in NJROTC Regulations.

d. Contract. The School District shall enter into a written contract with each NJROTC instructor which stipulates the duration of employment, including identification of the specific periods during which each of the NJROTC Instructors will be performing duties in direct support of the NJROTC program, and the amount of salary each instructor will receive. Employment contracts for NJROTC Instructors shall provide for a minimum of 300 employment days (10 months) and a maximum of 360 employment days (12 months) per year computed as thirty (30) days per month. For reimbursement purposes (See Paragraph 4.f below), one month equals 30 days, including Saturdays, Sundays, and holidays. It is recommended that the contract term of at least one of the NJROTC Instructors at each Host School be for eleven (11) months. The School District shall modify the contracts of NJROTC Instructors to reflect changes in minimum pay required by NJROTC Regulations.

e. Duties. The School District shall assign NJROTC Instructors only those duties connected with the instruction, operation, and administration of the NJROTC program. The School District shall contract separately with the individual NJROTC Instructor for any additional duties desired beyond those specifically related to the NJROTC program, which shall be at no cost to the Navy. Such additional services shall not be performed within the scope of NJROTC duties, or during normal school hours. This requirement does not preclude NJROTC Instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members.

f. Salary. The Navy shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized NJROTC Instructor employed by the School District. The Navy's responsibility to reimburse the School District for Instructor pay is limited to the period of employment specified on the JROTC Instructor Annual Certification of Pay and Data Form (DD 2767) regardless of the School District pay distribution schedule. The School District shall ensure that the compensation of the NJROTC Instructor is paid at the level computed by the Navy in accordance with the applicable statutes, DoD and NJROTC Regulations. The foregoing should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC Instructors and the School District. The School District may pay the NJROTC Instructor more than an amount specified in the applicable law or regulation but shall do so without any additional entitlement for reimbursement from the Navy or the DoD.

5. **Curriculum; Academic Credit**

a. Prescription. Each Host School shall establish a 3-to-5-year naval science curriculum consisting of at least the number of minutes of instruction per naval science course (presently, 7,200 minutes) prescribed in NJROTC Regulations, and using all instructional materials and guidelines provided by the Navy pursuant to Paragraph 7.a.(3). The School District and Host School shall maintain all standards of instruction and administration for the NJROTC program prescribed by the Navy in the NJROTC Regulations.

b. Academic Credit. The School District shall grant students who participate in, and successfully complete NJROTC naval science courses, appropriate academic credit toward graduation requirements.

6. **Uniforms.** Students enrolled in the NJROTC program shall wear the prescribed uniform when directed to do so by any of the NJROTC Instructors. The NJROTC Instructors will wear the appropriate military uniform prescribed by the applicable service regulations, as appropriate, while representing the NJROTC program, or when cadets are required/ directed to wear their uniforms.

7. **Navy-Furnished Property.**

a. The Navy shall provide the following property ("**Government-Furnished Property**") for exclusive use in the NJROTC program, and shall pay transportation charges, including packaging and handling, for shipment of Government-Furnished Property to and from the Host School:

(1) Uniforms. The Navy shall issue, at its expense, uniforms for cadets enrolled in the

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

NJROTC program in accordance with the supply manual issued by the Navy (“**NJROTC Supply Manual**”).

(2) **Government Furnished Equipment.** The Navy shall provide the Host School with government-furnished equipment needed to administer the NJROTC curriculum. The amount and type of equipment provided is subject to the availability of funds and will be allocated to each Unit in accordance with the applicable tables of allowance in the NJROTC Supply Manual and Regulations for Citizenship Development (“**RCD**”, NSTC M-5761 series) based on the number of classrooms used for instruction and the number of students enrolled in each course.

(3) **Instructional Materials.** Subject to the availability of funds, the Navy shall provide all curricular and instructional materials and guidelines used to instruct the NJROTC curriculum.

b. **Safekeeping/Replacement of Government Furnished Property; Property Custodian.** The School District or Host School shall appoint one NJROTC Instructor as government property custodian, empowered to requisition, receive, stock, and account for government property issued to the school, and shall notify the Navy in writing of the name of such custodian.

8. **Facilities.** The Host School shall provide the DNS with dedicated and adequate classroom(s), administrative office(s), computer and office equipment - including telephone service capable of electronic data transmission - instructional supplies (other than those provided by the Navy), storage space (see. Paragraph 7.b above), drill area(s), and utilities, and shall pay for the cost and maintenance thereof.

9. **Navy Offset of Costs.** In addition to the salary reimbursement detailed in Paragraph 4.f., the Navy may provide the following offsets of Host School costs, subject to availability of funds:

a. **Direct Costs.** The Navy may make a single payment to each Host School each school year to defray costs of supplies and materials incurred by the Host School in direct support of the NJROTC program. Disbursement is subject to availability of funds, and at the Navy’s discretion, payment may be made in full or in part. Any funds disbursed by the Navy shall be only for items identified as “direct costs” in the NJROTC Supply Manual.

b. **Uniform Maintenance Costs.** The Navy may reimburse the cost of cadet uniform maintenance (alterations and annual cleaning for storage).

c. **Travel and Transportation Costs.** The Navy may reimburse the School District for authorization travel and transportation expenses of cadets and NJROTC Instructors incurred in support of the NJROTC program, at rates prescribed by, and within limitations established by, the Navy.

10. **Audit/Inspection; Access.** The Navy reserves the right to, and shall from time to time, conduct Unit inspections. In addition, the Navy may audit at any time use of all Government Furnished Property and funds, including cost and travel reimbursements, provided to the School District and Host School. The School District and Host School shall cooperate with, and grant access to, Navy and Federal Government personnel to facilitate such inspections and audits.

11. **Unit Failure to Meet Navy Standards.**

a. **Evaluation or Probation.** When the Navy determines that an NJROTC Unit does not meet the standards specified in NJROTC Regulations for reasons other than low enrollment, it shall decide at its sole discretion, to place the Unit in either an evaluation or a probation status and shall notify the School District accordingly. If the Unit has been placed in an evaluation status and the deficiencies cited for such status are not corrected within the period of time specified by the Navy, the Navy may place the Unit on probation. If the Unit fails to correct the identified problems within the probationary period, the Navy, upon approval of the Secretary of the Navy, shall disestablish the Unit at the end of such period.

b. **Probation.** Units that are in at least their third school year of operation and do not have the minimum enrollment specified in the Statute as of October 1st of that school year, will be placed on probation. No later than the end of the school year in which the Unit has been placed on probation, the Navy will evaluate the Unit’s potential to attain the minimum enrollment on or before the first day of the next school year. If this evaluation indicates that the minimum enrollment can likely be met by that date, the Unit will continue on probation pending determination of actual enrollment 90 days after the beginning of the

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

following school year. If the minimum required enrollment is not met at that time, the Unit, upon approval of the Secretary of the Navy, will be scheduled for disestablishment no later than June 30th of that school year.

12. **Termination.** In the event of termination of this Agreement, or the disestablishment of the Host School Unit, as prescribed by the Secretary of the Navy, the School District shall return to the Navy, at Navy cost, all Government-Furnished Property and unspent direct support funds in its or the Host Schools' custody. Such property shall be returned to the Navy in good condition at the end of the last school year during which the NJROTC program was offered at that school, in accordance with procedures and guidance in existence or provided by the Navy at the time of the termination of the Agreement, or within 30 days of disestablishment of the Unit, whichever is earlier.

FOR THE SCHOOL

TYPED NAME (Last, first, MI) **and Title**

Signature

Date Signed

FOR THE MILITARY SERVICE

TYPED NAME (Last, First, MI) **and Title**

Signature

Date Signed

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S)

This Agreement (the "**Agreement**") for the Establishment of a Navy Junior Reserve Officers Training Corps ("**NJROTC**") Unit is hereby entered into by and between SACRAMENTO UNIFIED SCHOOL DISTRICT (the "**School District**") and the Department of the Navy, acting through the Naval Service Training Command (the "**Navy**") pursuant to Title 10, United States Code, Chapter 102, Sections 2031 *et seq.* (the "**Statute**"). This Agreement shall become effective as of the date when it has been executed by authorized representatives of both parties (the "**Effective Date**").

1. **Unit Established: Status of Units.** An NJROTC unit (the "**Unit**") is hereby authorized at the following school in the School District. Each such school shall be hereinafter referred to as the "**Host School**":

LUTHER BURBANK HIGH SCHOOL

a. Each Unit may be located only at its designated Host School and cannot be moved without prior written Navy consent and modification to this Agreement. Each Host School shall establish as an integral academic and administrative department of the school a Department of Naval Science to administer the NJROTC program.

2. **Accreditation.** The School District warrants and represents that each Host School is fully accredited by the cognizant State or regional accreditation agency. Each Host School shall remain fully accredited at all times. Failure to maintain such accreditation shall be a ground for termination of the Agreement in accordance with Paragraph 12 below. The School District shall immediately notify the Navy at the address noted on Page 5 in the event that the accreditation of any Host School comes under investigation or is withdrawn or threatened with withdrawal.

3. **Unit Members: Number and Qualifications.** Each Unit shall maintain a minimum student enrollment of no less than the number mandated by the Statute, currently 100 students, or 10 percent of the number of students enrolled in the Host School, whichever is less, who are enrolled in a grade above the eighth grade. The Host School shall limit membership in the Unit to students who meet the criteria of the Statute as well as Department of Defense and Navy Instructions pertaining to NJROTC (collectively and as they may be amended from time to time the "**NJROTC Regulations**"). These criteria require that participating students:

a. Are citizens or nationals of the United States or aliens lawfully admitted to the United States for permanent residence;

b. Are physically fit;

c. Maintain acceptable standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation;

d. Maintain acceptable standards of conduct as set forth in the NJROTC Cadet Field Manual;

e. Comply with the grooming standards set forth in the NJROTC Cadet Field Manual; and

f. Comply with any other criteria required by the Statute and NJROTC Regulations, as they may be amended from time to time.

4. **Instructors**

a. **Number.** The School District shall employ a minimum per Unit of one retired officer as the Senior Naval Science Instructor and one retired enlisted person as the Naval Science Instructor (collectively, the "**NJROTC Instructors**"). Additional NJROTC Instructors shall be employed when authorized by the Navy, in accordance with the student/instructor ratios set forth in NJROTC Regulations. The School District shall notify the Navy in accordance with Paragraph 4.g. prior to hiring any NJROTC instructor in order to ascertain whether or not that instructor is certified as required by Paragraph 4.c.

b. **District Employees.** NJROTC Instructors and such other personnel that are hired to support the NJROTC program at the Host School are employees of the School District. In no event shall the School District represent such instructors and personnel as Navy employees, agents or contractors. The School District shall include the Senior Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Naval Science Instructors.

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

c. Certification. NJROTC Instructors must be certified by NSTC to administer the NJROTC program and teach the Naval Science curriculum. The Navy has the right to decertify NJROTC Instructors on the grounds set forth in NJROTC Regulations.

d. Contract. The School District shall enter into a written contract with each NJROTC instructor that stipulates the duration of employment, including identification of the specific periods during which each of the NJROTC Instructors will be performing duties in direct support of the NJROTC program, and the amount of salary each instructor will receive. Employment contracts for NJROTC Instructors shall provide for a minimum of 300 employment days (10 months) and a maximum of 360 employment days (12 months) per year computed as thirty (30) days per month. For reimbursement purposes (See Paragraph 4.f below), one month equals 30 days, including Saturdays, Sundays, and holidays. The School District shall modify the contracts of NJROTC Instructors to reflect changes in minimum pay required by NJROTC Regulations.

e. Duties. The School District shall assign NJROTC Instructors only those duties connected with the instruction, operation, and administration of the NJROTC program. The School District shall contract separately with the individual NJROTC Instructor for any additional duties desired beyond those specifically related to the NJROTC program, which shall be at no cost to the Navy. Such additional services shall not be performed within the scope of NJROTC duties, or during normal school hours. This requirement does not preclude NJROTC Instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members.

f. Salary. The Navy shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized NJROTC Instructor employed by the School District. The Navy's responsibility to reimburse the School District for Instructor pay is limited to the period of employment specified on the JROTC Instructor Annual Certification of Pay and Data Form (DD2767) regardless of the School District pay distribution schedule. The School District shall ensure that the compensation of each NJROTC Instructor is at the level, if any specified in NJROTC/Department of Defense Regulations and the Statute as computed by the Navy. The foregoing should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC Instructors and the School District. The School District may pay the NJROTC Instructor more than any amount specified in the applicable law or regulations, but shall do so without any additional entitlement for reimbursement from the Navy or the Department of Defense.

g. Notification of Instructor Changes, Investigations or Disciplinary Actions. The School District shall inform the Navy, in writing within 14 calendar days, of the effective date of any of the following: (1) changes to the employment status of any of the Instructors such as termination of current or the hiring of new NJROTC instructors. (2) any disciplinary action or incident requiring school/law enforcement investigation regarding NJROTC Instructors.

5. Curriculum: Academic Credit

a. Prescription. Each Host School shall establish a 3 or 4-year naval science curriculum consisting of at least the number of minutes of instruction per naval science course (presently, 7,200 minutes) prescribed in NJROTC Regulations and using all instructional materials and guidelines provided by the Navy pursuant to Paragraph 7.a.(3). The School District and Host School shall maintain all standards of instruction and administration for the NJROTC program prescribed by the Navy in the NJROTC Regulations.

b. Academic Credit. The School District shall grant students who participate in, and successfully complete, NJROTC naval science courses appropriate academic credit toward graduation requirements.

6. Uniforms. Students enrolled in the NJROTC program shall wear the prescribed uniform when directed to do so by any of the NJROTC Instructors. The NJROTC Instructors will wear the appropriate military uniform prescribed by the applicable service regulations while participating in the NJROTC program.

7. Navy-Furnished Property

a. The Navy shall provide the following property (collectively, "**Government-Furnished Property**") for exclusive use in the NJROTC program and shall pay transportation charges, including packaging and handling, for shipment of Government-Furnished Property to and from the Host School:

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

(1) Uniforms. The Navy shall issue, at its expense, uniforms for enrolled cadets in the NJROTC program in accordance with the supply manual issued by the Navy (the "NJROTC Supply Manual").

(2) Government Furnished Equipment. The Navy shall provide the Host School with Government-furnished equipment needed to administer the NJROTC curriculum. The amount and type of equipment provided is subject to the availability of funds and will be allocated to each Unit in accordance with the applicable tables of allowance in the NJROTC Supply Manual based on the number of classrooms used for instruction and the number of students enrolled in each course.

(3) Instructional Materials. The Navy shall provide all curricular and instructional materials and guidelines used to instruct the NJROTC curriculum.

b. Safekeeping/Replacement of Government Furnished Property; Property Custodian. The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with the NJROTC Supply Manual and all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. School District shall promptly replace, or repair at its cost and to the satisfaction of the Navy any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District or Host School shall appoint one of the NJROTC Instructors as the military property custodian empowered to requisition, receive, stock, and account for government property issued to the school and shall notify the Navy in writing of the name of such custodian.

c. Bond/Insurance. The School District shall furnish to the Navy a bond or insurance policy from a financial institution satisfactory to the Navy in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Navy.

8. Facilities. The Host School shall provide the Department of Naval Science with dedicated and adequate classroom(s), administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Navy), storage space (see. Paragraph 7.b above), drill area, and utilities, and shall pay for the cost and maintenance thereof.

9. Navy Offset of Costs. In addition to the salary reimbursement in Paragraph 4.f., the Navy may provide the following offsets of Host School costs, subject to availability of funds:

a. Direct Costs. The Navy may make a single payment to each Host School each school year to defray costs of supplies and materials incurred by the Host School in direct support of the NJROTC program. Disbursement is subject to availability of funds and, at the Navy's discretion, payment may be full or partial. Any funds disbursed by the Navy shall be only for items identified as "direct costs" in the NJROTC Supply Manual.

b. Uniform Maintenance Costs. The Navy may reimburse the cost of cadet uniform maintenance (alterations and annual cleaning for storage).

c. Travel and Transportation Costs. The Navy may reimburse the School District for authorized travel and transportation expenses of cadets and NJROTC Instructors incurred in support of the NJROTC program, at rates prescribed by, and within limitations established by, the Navy.

10. Audit/Inspection: Access. The Navy reserves the right to, and shall from time to time, conduct Unit inspections. In addition, the Navy may audit at any time use of all Government Furnished Property and funds, including cost and travel reimbursements, provided to the School District and Host School. The School District and Host School shall cooperate with, and grant access to, Navy and Federal Government personnel to facilitate such inspections and audits.

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

11. Unit Failure to Meet Navy Standards

a. Evaluation or Probation. When the Navy determines that an NJROTC Unit does not meet the standards specified in NJROTC Regulations for reasons other than low enrollment, it shall decide in its sole discretion to place the Unit in either an evaluation or a probation status and shall notify the School District accordingly. If the Unit has been placed in an evaluation status and the deficiencies cited for such status are not corrected within the period of time specified by the Navy, the Navy may place the Unit on probation. If the Unit fails to correct the identified problems within the probationary period the Navy, upon the approval of the Secretary of the Navy, shall disestablish the Unit at the end of such period.

b. Probation. Units that are in at least their third school year of operation and do not have the minimum enrollment specified in the Statute as of October 1st of that school year, will be placed on probation. No later than the end of the school year in which the Unit has been placed on probation the Navy will evaluate the Unit's potential to attain the minimum enrollment on or before the first day of the next school year. If this evaluation indicates that the minimum enrollment can likely be met by that date, the Unit will be continued on probation pending determination of actual enrollment 90 days after the beginning of the following school year. If the minimum required enrollment is not met at that time, the Unit, upon approval of the Secretary of the Navy, will be scheduled for disestablishment no later than June 30th of that school year.

12. Termination. This Agreement may be terminated: (a) at any time, by the mutual consent and agreement of both parties; (b) by either party upon giving the other one year's written notice of such intent to terminate; or (c) by the Navy with less than one year's notice if the legal authority for the NJROTC program is repealed, amended, or significantly modified, in which event, the Navy shall give participating schools as much notice as is possible within the circumstances. In no event shall termination of this Agreement become effective before the end of a current academic year without the mutual consent of the parties. In the event of mutual or unilateral termination of this Agreement, or in the event of disestablishment as prescribed by the Secretary of the Navy, the School District shall return to the Navy at Navy cost all U.S. Government-Furnished Property in its or the Host Schools' custody. Such property shall be returned to the Navy in good condition at the end of the last school year during which the NJROTC program was offered at that school in accordance with procedures and guidance in existence or provided by the Navy at the time of the termination of the Agreement or disestablishment of the Unit, whichever is earlier.

13. General Provisions

a. Construction/Governing Authority. This Agreement is governed by, and shall be construed under, Federal law.

b. Modification or Amendment of Agreement. No amendment or modification of this Agreement shall be effective unless it is in a writing signed by authorized representatives of both parties.

c. No Waiver. Unless expressly stated in a writing signed by the Navy, the waiver by the Navy of any act, duty, or obligation required of the School District or Host School hereunder shall not be construed as a waiver of any other, or of any future, act, duty, or obligation to be performed by the School District or Host School.

d. No Assignment. This Agreement may not be assigned by the School District.

e. Entire Agreement. This Agreement represents the entire agreement of the parties concerning the matters addressed herein and supersedes any prior agreements, understandings, or representations.

f. Anti-Deficiency Act. Nothing in this Agreement will be construed as obligating the Navy, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the federal Anti-Deficiency Act (31 U.S.C. Section 1341).

g. Representative Authority. Each undersigned representative of the parties to this Agreement certifies she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute the same so as to effectively bind each party to its terms.


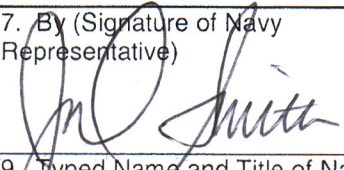
h. Execution. This Agreement shall become effective on the date the last of the authorized representative of the parties signs. This Agreement may be signed in counterparts.

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

i. No Discrimination. The School District shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender or any other category prohibited by law.

j. Notice. Unless otherwise stated herein, notices under this Agreement shall be effective upon receipt, must be in writing, and must be served by certified, U.S. mail, return receipt requested, addressed to the parties at the address noted below.

WHEREFORE, the parties enter into this Agreement as of the Effective Date.

1. Name of School District SACRAMENTO UNIFIED SCHOOL DISTRICT 5735 47TH AVE SACRAMENTO CA 95824		3. UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY NAVAL SERVICE TRAINING COMMAND NAVY JUNIOR ROTC PROGRAM 250 DALLAS STREET STE A PENSACOLA FL 32508-5268	
2. Mailing Address of Host School LUTHER BURBANK HIGH SCHOOL 3500 FLORIN ROAD SACRAMENTO CA 95823			
4. By (Signature of School District official) 	5. Date 2/12/14	7. By (Signature of Navy Representative) 	8. Date 5/15/14
6. Typed Name and Title of School District Official Ken A. Forrest Chief Business Officer		9. Typed Name and Title of Navy Representative J. D. SMITH, Ph.D. NROTC PROGRAM DIRECTOR	

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

001

CHANGE ORDER

Contingency Reconciliation

Project: CK McClatchy Tele-Center Upgrade Project
Bid No.: 0510-464

Date: 13 Dec. 2024
DSA File No.: NA
DSA Appl. No.: NA

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
5735 47th Avenue, Sacramento, CA.
95824

Contractor: Bockmon & Woody Electric Co.
1528 El Pinal Dr., Stockton, CA. 95205

Designer Engineer: : KMM Services,
Inc.
5433 El Camino Ave., Suite 5, Carmichael,
CA. 95608

Project Inspector: NA

Reference	Description	Cost	Days Ext.
AED #01	-	\$0	NA
Request By:	-		
Performed By:	-		
Reason:	-		
Contract time will be adjusted as follows:		Original Allowance Amount:	\$143,190.00
Previous Completion Date: <u>29 Feb. 2024</u>		Amount of Allowance Used:	\$0.00
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Allowance Remaining Reconciled to Contract	(\$143,190.00)
Current Completion Date: <u>29 Feb. 2024</u>		Original Contract Amount:	\$1,575,090.00
		New Contract Amount:	\$1,431,900.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District: Chief Business and Operations Officer

Contractor: CEO

1/9/2025

Janea Marking

Date

Nick Woody

Date

END OF DOCUMENT

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

001

CHANGE ORDER

Contingency Reconciliation

Project: Leonardo Da Vinci Tele-Center Upgrade Project
Bid No.: 0151-464

Date: 9 Jan 2025
DSA File No.: NA
DSA Appl. No.: NA

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
5735 47th Avenue, Sacramento, CA.
95824

Contractor: Bockmon & Woody Electric Co.
1528 El Pinal Dr., Stockton, CA. 95205

Designer Engineer: LP Consulting Engineers, Inc.
1209 Pleasant Grove Blvd, Roseville, CA
95678

Project Inspector: NA

Reference	Description	Cost	Days Ext.
AED #01 Request By: Performed By: Reason:	- Provide eight (8) NIC.L4850EBM2U battery packs to 7 IDF's and 1 MDF - District - B&W - Errors & Omissions	\$38,018.15	NA
Contract time will be adjusted as follows:		Original Allowance Amount:	\$79,515.00
Previous Completion Date: <u>22 Mar. 2024</u>		Amount of Allowance Used:	\$38,018.15
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Allowance Remaining Reconciled to Contract	(\$41,496.85)
Current Completion Date: <u>22 Mar. 2024</u>		Original Contract Amount:	\$874,665.00
		New Contract Amount:	\$833,168.15

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

**SACRAMENTO CITY UNIFIED
 SCHOOL DISTRICT**

**CHANGE ORDER FORM
 DOCUMENT 00 63 63-1**

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District: Chief Business and Operations Officer

Contractor: CEO

1/9/2025

Janea Marking

Date

Nick Woody

Date

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE

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

Bockmon & Woody Electric Co, Inc.
1528 El Pinal Drive,
Stockton, CA 95205

ALLOWANCE
EXPENDITURE
DIRECTIVE NO.:

001

Project: Leonardo Da Vinci Tele-Center Upgrade Project

Date: 30 Sep. 2024

DSA File No.: NA

Bid No.: 0151-464

DSA Appl. No.: NA

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Reference	Description	Allowance Authorized for Expenditure
Request for PCO #01 Requested by: Performed by: Reason:	Provide eight (8) NIC.L4850EBM2U battery packs to 7 IDF's and 1 MDF District Bockmon & Woody Errors & Omissions	\$ 38,018.15
Total Contract Allowance Amount:		\$79,515.00
Amount of Previously Approved Allowance Expenditure Directive(s):		\$0
Amount of this Allowance Expenditure Directive:		\$38,018.15

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

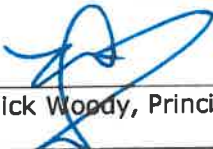
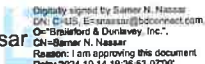
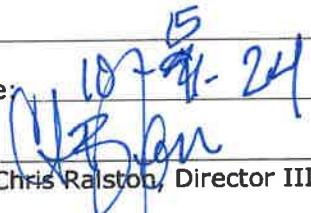
This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

**ALLOWANCE EXPENDITURE DIRECTIVE
DOCUMENT 00 63 40-1**

Signatures:

CONTRACTOR: <u>Bockmon & Woody Electric Co., Inc.</u> Date: <u>30 Sep. 2024</u> By:  Nick Woody, Principal Owner	CONSTRUCTION MANAGER: <u>Brailsford & Dunlavey Inc.</u> Date: <u>30 Sep. 2024</u> By:  Samer N. Nassar, Project Manager
SCUSD MANAGER III, FACILITIES PM: Date: _____ By: _____ Anthony Lea, Project Manager	SCUSD DIRECTOR III FACILITIES MGMT: Date: <u>10-15-24</u> By:  Chris Ralston, Director III

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

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

PCO NO.

001

Project: SCUSDE. Leonardo Da
Vinci TCU
Bid No.: 0151-464
RFI #: 11

Date: 9-25-24**DSA File No.:** N/A**DSA Appl. No.:** N/A

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(h)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	NA	NA
(i)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	"	"
(j)	<u>Add Equipment</u> (attach suppliers' invoice)	"	"
(k)	<u>Subtotal</u>	"	"
(l)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	"	"
(m)	<u>Subtotal</u>	"	"
(n)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)	"	"
(o)	<u>Subtotal</u>	"	"
(p)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)	"	"
(q)	<u>Subtotal</u>	"	"
(r)	<u>TOTAL</u>	"	"
(s)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>Calendar Days</u>	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(t)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)	NA	
(u)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	NA	
(v)	<u>Add Equipment</u> (attach suppliers' invoice)	\$38,018.15	
(w)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)	NA	
(x)	<u>Subtotal</u>	\$38,018.15	
(y)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e)	NA	
(z)	<u>Subtotal</u>		
(aa)	<u>TOTAL</u>	\$38,018.15	
(bb)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>0</u> Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor: Bockmon Woody Electric

Mason Russell

[Name]

9-25-24

Date

END OF DOCUMENT

Leonardo di Vinci K-8 — 2023-364J

4701 Joaquin Way, Sacramento, CA 95822

Report generated by Mason Russell (Bockmon & Woody)



RFI #B&W-0008 — RFI11_R2_UPS Issue

Creator	Mason Russell (Bockmon & Woody)	Status	Open
Assignee	Gia Coleman (Bockmon & Woody)	Due date	09/22/2024
Reviewers	Daniel Moreno (Bockmon & Woody)	Reference number	011
Impact	Cost & Schedule	Impact notes	LDVRFI011
Links	—		

Question

Asked by	Mason Russell (Bockmon & Woody)	Asked on	09/18/2024
Question	In conclusion of troubleshooting the power supply alarm issues at Leonardo Da Vinci our team has identified the issue and solution. The specified power supply (See submittal 272100-00 Data Com Network Equipment-LDV LPCEresp_NET_11.7.2023 pg.100-101)requires a battery pack to provide extended runtime for the load capacity assigned to the power supply. We experienced this at two additional sites associated with the SCUSD Telecom projects and KMM has N1C.L4850EBM2U .		
Suggestion	Bockmon Woody suggest installation of the N1C.L4850EBM2U at Leonardo Da Vinci in all (7) IDF and (1) MDF. *additional means required in (1) classroom due to size of IDF enclosure.*shelf* Schedule Impact: 2 days ROM: \$35k This material is already purchased and can be installed asap.		
Attachments	—		

Answer

Answered by	—	Answered on	—
Answer	—		
Attachments	—		

LP Response:

Confirmed proposed solution is Approved.

Thank you,
Lisa Johnson
2024-09-25



QUOTATION

Date: 09/17/2024
Quote #: Q00CYM9C
Customer: 494681

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

Customer

BOCKMON AND WOODY/#2023364J
PO BOX 1018
STOCKTON, CA 95201
Russel Shuman
Phone: 209-464-4878
Fax: --
Email: russel@bockmonwoody.com

SCUSD Leonardo Da Vinci

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	8	Non-Stock Non-Cancelable/Non-Returnable N1 CRITICA N1C.L4850EBM2U N1C 48V 50AH LIFEPO4 LITHIUM BATTER MODULE 2U -- N1C.L4850EBM2U 48VDC/50AH LED DISPLAY: BATTERY STATUS, BATTERY LEVEL, BATTERY FAULT, ALARMS N1C LR SERIES 48VDC 50AH 2U LITHIUM-ION EBM INCLUDED: BATTERY TO BATTERY CABLES, LIGHT DUTY 4-POST RAIL KIT DIMENSIONS (WXDXH): 17.2 IN X 24.8 IN X 3.5 IN	EA	4359.88	34,879.04

Quote Total: 34,879.04

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

Bockmon & Woody

ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018
PHONE: (209) 464-4878 • FAX: (209) 464-2615
CA Lic. No. C10-588308 • DIR No. 1000002789

PROJECT: 0

B&W PCO:

0

MATERIAL COST SUMMARY

<u>MATERIALS</u>	<u>NO. OF UNITS</u>		<u>UNIT COST</u>	<u>COST</u>
DATABASE MATERIAL	1	Lot	\$0.00	\$0.00
SUPPLIERS QUOTES	1	Lot	\$34,879.04	\$34,879.04
PRINTING COSTS	1	Lot	\$0.00	\$0.00
SUB TOTAL				\$34,879.04

MATERIAL FACTORS

CONSUMABLES (MISC MATERIALS)	0.00%	\$0.00
MATERIAL MARKUP	0.00%	\$0.00
SUBTOTAL		\$34,879.04

FREIGHT

FREIGHT	FLAT RATE	\$0.00
SPECIAL EXPEDITING	FLAT RATE	\$0.00
MARKUP	15.00%	\$0.00
SALES TAX	9.00%	\$3,139.11
TOTAL MATERIAL COSTS INCL TAX		\$38,018.15

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

001

CHANGE ORDER

Contingency Reconciliation

Project: Hiram Johnson Tele-Center Upgrade Project
Bid No.: 0520-464

Date: 13 Dec. 2024
DSA File No.: NA
DSA Appl. No.: NA

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
5735 47th Avenue, Sacramento, CA.
95824

Contractor: Bockmon & Woody Electric Co.
1528 El Pinal Dr., Stockton, CA. 95205

Designer Engineer: : KMM Services,
Inc.
5433 El Camino Ave., Suite 5, Carmichael,
CA. 95608

Project Inspector: NA

Reference	Description	Cost	Days Ext.
AED #01	-	\$0	NA
Request By:	-		
Performed By:	-		
Reason:	-		
Contract time will be adjusted as follows:		Original Allowance Amount:	\$128,425.00
Previous Completion Date: <u>15 Mar. 2024</u>		Amount of Allowance Used:	\$0.00
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Allowance Remaining Reconciled to Contract	(\$128,425.00)
Current Completion Date: <u>15 Mar. 2024</u>		Original Contract Amount:	\$1,412,675.00
		New Contract Amount:	\$1,284,250.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District: Chief Business and Operations Officer

Contractor: CEO

1/9/2025

Janea Marking

Date

Nick Woody

Date

END OF DOCUMENT



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Janea Marking, Chief Business and Operations Officer

Chris Ralston, Assistant Superintendent of Facilities

AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Nacht & Lewis ("Architect") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on October 5, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be February 6, 2025;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from October 2023 to October 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after February 6, 2025, on a fee basis up to a maximum of \$5,388,000.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Construction Cost Budget Reconciliation for the Fern Bacon MS Modernization and New Construction project

Description of funding changes to contract:

Original contract amount	\$3,780,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$3,780,000.00
Amount of this change order.....	\$1,608,000.00

NEW CONTRACT AMOUNT.....\$5,388,000.00

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

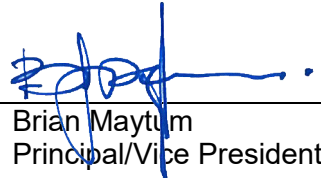
ACCEPTED AND AGREED on the date indicated below:

DATE: February 6, 2025

**Sacramento City Unified School
District**

Nacht & Lewis

Janea Marking
Chief Business and Operations Officer



Brian Maytum
Principal/Vice President



CONSTRUCTION™

Date Submitted: 1/15/2025
XL Project No: 4852

Potential Change Order Summary - PRECON PCO#01

Project Name: SCUSD Ethel Phillips Modernization

Description: Timberquest Classroom J1 and J2 Materials Deposit

Funding Source: Owner Amendment

Trade Reference	Description of Changed Work	Cost Totals
Timberquest Modular Classroom Buildings	Materials deposit to procure long lead materials for Timberquest Classrooms J1 and J2. Clarifications: 1) Mass Timber materials deposit for Building's J1 and J2 through Timberquest Vendor. 2) Deposit is based on materials identified in Design Documents dated 10/16/24, and adjustments to quantities can be made within finalized pricing for DSA Approved Construction Documents. 3) Deposit does not guarantee schedule compliance. A) Preliminary construction schedule included a Timberquest Completion date of 9/26/25, based on DSA Approval by 12/31/24. However, DSA Approval is now anticipated on 1/31/25, which has shifted the construction timeline by 4-weeks. This timeline will be finalized by XL in the TBR. B) Timberquest product timelines are driven by 3rd party suppliers and manufacturers. Furthermore, Timberquest is not currently under contract with XL Construction for confirmed delivery and construction timelines. XL wishes to communicate these risk factors to SCUSD as non-guarantees of project schedule compliance. 4) Deposit is non-refundable.	\$796,417.00

Subtotal Cost	\$796,417.00
SDI Insurance 1.25%	\$9,955.21
Fee: 2.8%, Bond: 79%, Insurance: 1.77%	\$42,687.95
TOTAL REQUEST(Contract Increase)	\$849,060.16

CALENDAR DAY EXTENSION	N/A
-------------------------------	------------

Funding Distribution

CONTRACT INCREASE	\$849,060.16
OWNER CONTINGENCY	\$0.00
CONSTRUCTION CONTINGENCY	\$0.00

Notes/Comments:

- 1) Authorization of this PCO for Changes to the Total Base Rent constitutes "Construction Change Directive" per section 15.05 of the Facilities Lease.
- 2) Authorization of this PCO for draws against Contingencies and Allowances included in the Total Base Rent constitutes "written approval" of Contingency and Allowance usage per paragraphs 4.4.2.4 of the Facilities Lease.

Authorized By: _____

Date: _____



Jan 11, 2025

XL Construction
Attn: Scott Enos Via Email
Re: TimberQuest Deposit
 Ethel Phillips

Dear Scott:

We are excited to be working with you on the above project. This project is based on the TimberQuest DSA PC 01-120862. We are excited to be your partner in delivering this critical project.

The TimberQuest scope includes the two new classroom buildings. See attached for general inclusions and exclusions as well as initial budget. Note that the initial budget is based on the progress set dated 10.16.24, and includes the extended overhang. This budget has not been updated to reflect the DSA submission.

The TimberQuest buildings have significant prefabricated scope that is done in advance of the onsite construction. In order to support the schedule, we ask for a deposit for the prefabrication scope. This allows us to obtain a production slot for the mass timber elements. Note that this deposit is not refundable.

We ask that XL confirm that the contract with the owner does not contain provisions that do not allow billing for a deposit, stored materials or work in progress.

Scope:

TimberQuest Deposit (15%)	\$796,417
Total Proposal Amount	\$796,417

Please sign and return a fully executed copy of this proposal if you would like TimberQuest to proceed with this work. If you have any questions, please don't hesitate to call.

Sincerely,
TimberQuest, LLC

Approved By: _____

Matt Larson

Date: _____

TIMBERQUEST BUILDING BUDGET SUMMARY

Project Name: **Ethel Phillips**
 Project Address: **2930 21st Ave, Sacramento, CA 95820**
 Estimator: **Matt Larson/Scott Czaplewski**

Updated: **01/11/2025**

DESCRIPTION	BLDG AREA	# of Bays	COST/SF	TOTAL
Building J2	2,982 SF	6	\$ 730.00	\$ 2,176,860
Building J1	4,478 SF	9	\$ 730.00	\$ 3,268,940
TOTAL SF =	7,460 SF		AVG COST/SF = \$ 730.00	
TOTAL TimberQuest Building Budget				\$ 5,445,800

Add Alternates (Not in Estimate Above):

1) Roof Screens	\$ 147,454
2) Premium Upgrade - Standing Seam Roof in lieu of TPO	TBD
3) Solar & Battery Energy Storage System	\$ 96,428
Total of Add Alternates	\$ 243,881

Project Scope NOT provided by TimberQuest

1. All Sitework including: Site demolition and grading the site, grading the building pads, all site utilities including power, gas, sewer, storm drainage, domestic and fire water, asphalt paving.
2. Landscaping, site concrete/sidewalks, fencing modifications, or play structures or amenities.
3. Hot water at classroom sinks. Cold water only is provided due to the increased electrical load and panel upsizing required for hot water at classroom sinks. Bathrooms have hot water.
4. Furniture or A/V Equipment
5. Fire Sprinkler - as it is not required per code.
6. Standard Seismic values have been included. No site specific Seismic Evaluation or considerations have been included.
7. Telecom, Security.

TimberQuest Inclusions / Exclusions

Project Name: Ethel Phillips

TQ Proj #

006

Project Address: 2930 21st Ave, Sacramento, CA 95820

Date:

1/10/2024

Inclusions / Exclusions

Elements	Incl	By Others	N/A	Notes
DESIGN				
Provide PC Drawings	X			
Site specific adaptation of PC drawings		X		
Geotechnical / Geohazard report		X		
Low voltage (AV, Teledate, Security, Clock, Paging) design		X		
Fire Alarm design		X		
Site Design		X		
DSA submission		X		
CONSTRUCTION				
Building substructure and Site Utilitiies				
Graded and certified pad with any specified soil improvements		X		
Site sidewalks / hardscape / landscape		X		
Underslab Domestic water and Sanitary waste to 5' outside the building; Includes excavation and backfill	X			
Storm water connection to downspout		X		If required; option in PC to splash to grade or to connect to Storm water
Fire Sprinkler stub to riser location, stubbed 12" AFF			X	
Domestic water to 5' from bldg		X		Note: each bldg may have multiple POC
Sanitary to 5' from bldg		X		Note: each bldg may have multiple POC
Footing and UG utility spoils offhaul		X		TQ to leave spoils at specified location onsite
Power: Connect to electrical panel (electrical panel provided by		X		Note: each bldg may have multiple panels
Fire alarm - connect to fire alarm panel in TQ building		X		If connection to other buildings / campus is required
Excavation for footings	X			

TimberQuest Inclusions / Exclusions

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Inclusions / Exclusions

Elements	Incl	By		Notes
		Others	N/A	
Foundation and Slab - drain rock, vapor barrier, concrete, rebar,	X			
Building Superstructure				
Exterior walls, CLT, insulation, siding, flashing, paint, timber	X			
Roof, CLT, Glulam beams, sheathing, insulation, roofing,	X			
Exterior window wall and exterior doors	X			
Roof screen	X			If selected (cost alternate)
Interior finishes - drywall, paint, flooring, base, tile, ceiling tile	X			
Interior partitions; backing	X			
Interior doors	X			
Toilet accessories; FEC	X			
Casework	X			
Markerboards / chalkboards	X			
Interior Signage	X			
Knox Box		X		
Window treatments	X			
MEPS				
Fire Protection System			X	
Plumbing system	X			
HVAC system with local controls	X			
HVAC BMS / tie in to central system		X		Optional for TQ to include
High voltage electrical - Building panel and branch wiring	X			
Low voltage (AV, Teledate, Security, Clock, Paging) roughin	X			
Low voltage (AV, Teledate, Security, Clock, Paging) system		X		Optional for TQ to include
Fire alarm system	X			
PV / Battery		X		If selected (cost alternate)

TimberQuest Inclusions / Exclusions

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Elements	By			Notes
	Incl	Others	N/A	

Special Terms & Conditions:

Cross Laminated Timber is a natural product. Checking / cracking of the wood is to be expected

Assumed General Contractor to provide typical site services - access and egress to the site, parking onsite, sanitary facilities, debris boxes, etc