



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1b

Meeting Date: June 26, 2025

Subject: 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. Entitlements, and Other Income Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Recommended Bid Awards – Facilities Projects
4. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations
Officer

Tina Alvarez Bevins, Contract Analyst

Approved by: Lisa Allen, Superintendent

ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Item

Amount

CURRICULUM AND INSTRUCTION DEPARTMENT

SCOE	<input checked="" type="checkbox"/> Yes	\$500/YR to returning
M25-00016	<input type="checkbox"/> No	mentor teacher(s)

Period: 7/1/25 – 6/30/26 Description: SCOE's Teacher Intern Program, which is a Commission on Teacher Credentialing (CTC) approved two-year Mild to Moderate Support Needs, Multiple and Single Subject Mathematics, World Language, Art, Music, Dance, Theater, Biology, Chemistry, Physics and Foundational Level Science Teacher Intern Credentials Program.

STUDENT SUPPORT AND HEALTH DEPARTMENT

Alliant University	<input checked="" type="checkbox"/> Yes	\$0
A25-00019	<input type="checkbox"/> No	No Match

Period: 5/30/25 – 5/30/26 Description: Alliant as approved training sites for master of social work. SCUSD will assist in the development and implementation of the training experience phase of Alliant's Master of Social Work (MSW) curriculum to participate in the education of students in the field.

STUDENT SUPPORT AND HEALTH/HUMAN RESOURCES DEPARTMENT

University of San Francisco	<input checked="" type="checkbox"/> Yes	\$250 per student per
M25-00006	<input type="checkbox"/> No	semester

Period: 7/1/25 – 6/30/30 Description: Provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula.

STUDENT SUPPORT AND HEALTH/HUMAN RESOURCES DEPARTMENT

Western Governors University	<input type="checkbox"/> Yes	\$0
M25-00013-1	<input checked="" type="checkbox"/> No	No Match

Period: 6/13/25 – 6/13/30 Description: Addendum No. 1 to the Clinical Experience Agreement. The District agrees to place a Teacher of Record Candidate in exceptionally rare and unique circumstances where no other viable placement options exist, and all necessary requirements are met.

STUDENT SUPPORT AND HEALTH/HUMAN RESOURCES DEPARTMENT

San Jose State University	<input checked="" type="checkbox"/> Yes	\$0
M25-00011	<input type="checkbox"/> No	No Match

Period: 6/13/25 – 5/30/26 Description: Provides fully accredited undergraduate and graduate degrees in the following allied health programs: nursing, wound and ostomy, occupational therapy, recreation therapy, communicative disorders and sciences, audiology, social work, psychology, nutrition, food science and packaging and clinical laboratory science.

FACILITIES SUPPORT SERVICES DEPARTMENT

Sacramento Regional Transit	<input type="checkbox"/> Yes	\$600/monthly
A24-00140-1	<input checked="" type="checkbox"/> No	No Match

Period: 8/16/24 – 6/30/26 Description: Amendment No. 1 to extend the current forty-one (41) parking space services Sacramento Regional Transit uses at SCUSDs 24th and Florin site.

FACILITIES SUPPORT SERVICES DEPARTMENT

SCUSD, SMUD, GRID Alternatives	<input checked="" type="checkbox"/> Yes	\$0
A25-00023	<input type="checkbox"/> No	No Match

Period: 5/30/25 – 9/30/27 Description: Partnership Agreement for the Extreme Heat and Community Resilience Round 1 Awarded Project: Community Solar and Resiliency Project (CSR). Project will focus on the planning and possible implementation of a community solar microgrid located at Hiram Johnson HS, Transportation Services and Nutrition Services.

HEALTH PROFESSIONS HIGH SCHOOL

UC Merced	<input checked="" type="checkbox"/> Yes	\$400 per student
M25-00017	<input type="checkbox"/> No	enrolled
		No Match

Period: 8/18/25 – 12/31/25 Description: Professional development with UC Merced PACE to create a college and career preparatory pathway for students in SCUSD.

CURRICULUM AND INSTRUCTION/HUMAN RESOURCES DEPARTMENT

University of Southern CA-Rossier	<input checked="" type="checkbox"/> Yes	\$500 per student
M25-00012	<input type="checkbox"/> No	completing program

Period: 5/13/25 – 6/30/28 Description: USC offers graduate degree programs online in the fields of teaching and school counseling. The District agrees to use good-faith efforts to place candidates proposed by USC within the District. The District shall have sole discretion with respects to all candidate assignments.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Ethel Baker E.S. *Hiram Johnson H.S. Special Education *Nutrition Services *Facilities Support 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	
Laptop Computer (52 ea.) Desktop Printers (4 ea.) Projector (1 ea.) Monitors (2 ea.) Misc. Items (36 ea.) *Practice Helmet Pads (1 lot.) *Practice Shoulder Pad Covers (1 lot.) *2014 Ford E-150 Van #NS150 (1 ea.) *2009 Ford E-150 Van #NS149 (1 ea.) *2008 Ford E-150 Van #NS148 (1 ea.) *2016 Ford F-250 Truck #LA82 (1 ea.) *2000 Ford Ranger Truck #LA13 (1 ea.)	STATUS: The District has determined these items are not repairable nor usable.
	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
TOTAL VALUE	
\$0.00 / *\$2,700	
DISPOSAL METHOD	
e-Waste / *Auction	

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Fern Bacon Middle School Modernization and New Construction

Recommendation: Balfour Beatty / Clark and Sullivan, a joint venture was awarded preconstruction services at the December 19, 2024 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with Balfour Beatty / Clark and Sullivan, a joint venture. This request for proposal (RFP) was publicly advertised on October 8, 2024 and October 15, 2024. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is established, the construction contract will be submitted to the Board for approval.

Original Pre-Construction Amount: \$107,000; Measure H Funds

Amendment No. 1 Amount of \$3,139,643 to Balfour Beatty / Clark and Sullivan, a joint venture funded with Measure H Funds. Amendment No. 1 is for the demolition, abatement and move the MPOE (Internet)

over summer 2025; approved at the May 15, 2025 Board of Education Meeting.

New Contract Amount: \$3,246,643; Measure H Funds

Approve Amendment No. 2 Amount of \$25,761,862 to Balfour Beatty / Clark and Sullivan, a joint venture funded with Measure H Funds. Amendment No. 2 is for selective demolition, MPOE relocation, structural and site concrete, structural and miscellaneous steel, earthwork and underground utilities.

New Contract Amount: \$29,008,505; Measure H Funds

Project: Luther Burbank HS Softball and Baseball Fields Improvement

Recommendation: Rodan Builders was awarded construction services at the February 1, 2024 Board of Education Meeting; Measure H Funds. This project consists of demolition of existing varsity baseball and softball fields; demolition of existing tennis courts. Construction of new varsity baseball field and varsity softball field including fields, backstop, dugouts, bullpens and batting cages; installation of three (3) 5-row bleachers at both varsity baseball and varsity softball fields; new tennis courts.

Original Construction Amount: \$8,543,000; Measure H Funds

Approve Change No. 1 Amount of <\$140,702> for Owners Unused Allowance; Measure H Funds.

New Contract Amount: \$8,402,298; Measure H Funds

Project: C.K. McClatchy HS CCTV

Recommendation: 3D Technology Services, Inc. was awarded construction services at the October 5, 2023 Board of Education Meeting; Measure H Funds. This project consists of campus wide camera upgrades.

Original Construction Amount: \$214,726; Measure H Funds

Approve Change No. 1 Amount of <\$19,520> for Owners Unused Allowance; Measure H Funds.

New Contract Amount: \$195,206; Measure H Funds

Project: Ethel Phillips Campus Renewal

Recommendation: HMC Architects was awarded architectural services at the May 16, 2024 Board of Education Meeting; Measure H Funds. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, and parking lot upgrades.

Original Contract Amount: \$1,428,000; Measure H Funds

Amendment No. 1 \$80,376; Measure H Funds. District is requesting additional architectural design services to develop PC fabrication drawings for the modular buildings to be submitted for permit(s) and structural engineering services on the PC drawings for permit(s); approved at the October 3, 2024 Board of Education Meeting.

New Contract Amount: \$1,508,376; Measure H Funds

Approve Amendment No. 2 \$1,092,875; Measure H Funds. District is requesting additional architectural design services, underground utility upgrades and increase in the construction administration.

New Contract Amount: \$2,601,251; Measure H Funds

Project: Bowling Green(s) Campus Renewal

Recommendation: HMC Architects was awarded architectural services at the May 2, 2024 Board of Education Meeting; Measure H Funds. Project consists of new campus between the two (2) Bowling Green schools.

Original Contract Amount: \$840,000; Measure H Funds

Amendment No. 1 \$608,000; Measure H Funds for fee reconciliation at the end of Schematic Design Phase; approved at the September 5, 2024 Board of Education Meeting.

New Contract Amount: \$1,448,000; Measure H Funds

Amendment No. 2 \$59,500; Measure H Funds for additional services for installation of two (2) portable classrooms; approved at the November 21, 2024 Board of Education Meeting.

New Contract Amount: \$1,507,500; Measure H Funds

Approve Amendment No. 3 \$904,340.50; Measure H Funds. District is requesting additional architectural design services, underground utility upgrades and increase in the construction administration.

New Contract Amount: \$2,411,841; Measure H Funds

Project: John F. Kennedy HS Baseball/Softball Field Improvements

Recommendation: Robert A. Bothman Construction was awarded construction services at the May 16, 2024 Board of Education Meeting; Measure H Funds. Project consists of removal of existing varsity baseball and softball backstops, dugouts and fencing; construction and improvements at the baseball and softball field to include new 30 feet tall chain link backstops; single bullpens for both home and visitors at each field; two new scoreboards and flagpoles.

Original Contract Amount: \$8,559,400; Measure H Funds

Change Order No. 1 \$206,968; Measure H Funds for unforeseen conditions.

New Contract Amount: \$8,766,368; Measure H Funds

Project: **West Campus HS New Baseball/Softball Field Improvements**

Recommendation: Verde Design, Inc. was awarded architectural and engineering services at the August 17, 2023 Board of Education Meeting; Measure H Funds. Project consists of removal of existing varsity baseball and softball backstops, dugouts and fencing; construction and improvements at the baseball and softball field to include new 30 feet tall chain link backstops; single bullpens for both home and visitors at each field; two new scoreboards and flagpoles.

Original Contract Amount: \$415,070; Measure H Funds

Amendment No. 1 \$33,650; Measure H Funds for additional architectural services due to outside of original scope of work, which included using an Electrical Engineer and Romtec software; approved at the January 18, 2024 Board of Education Meeting.

New Contract Amount: \$448,720; Measure H Funds

Amendment No. 2 \$14,300; Measure H Funds for additional architectural services due to outside of original scope of work, which included Pathway Pedestrian Lighting from the baseball and softball bleachers to the safe dispersal area; approved at the May 16, 2024 Board of Education Meeting.

New Contract Amount: \$463,020; Measure H Funds

Approve Amendment No. 3 \$12,950; Measure H Funds for additional architectural services due to outside of original scope of work, which includes installing a new lift station to intercept existing sanitary sewer (SS) line regarding point of connection is too shallow for the new SS connection.

New Contract Amount: \$475,970; Measure H Funds

**Memorandum of Understanding
Sacramento County Office of Education
and Sacramento City Unified School District
Employing Agency Agreement**

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Teacher Intern Program, which is a Commission on Teacher Credentialing (CTC) approved two-year Mild to Moderate Support Needs, Multiple and Single Subject Mathematics, World Language, Art, Music, Dance, Theater, Biology, Chemistry, Physics, and Foundational Level Science Teacher Intern Credentials Program (Program).

Sacramento City Unified School District is the employing agency of an intern teacher participating in the Program (Employing Agency).

SCOE and Employing Agency formed a partnership to provide and coordinate services in support of intern teachers. The purpose of the MOU is to set forth the operative conditions which will govern this partnership.

I. Parties

This Memorandum of Understanding (MOU) is between the Sacramento County Office of Education (SCOE) and Employing Agency.

II. Term

The effective dates of this MOU are **July 1, 2025 - June 30, 2026**. Either party may terminate this agreement by submitting written notice to the other party no later than 60 days prior to the start of a school year.

III. Responsibilities of the Parties

A. Both parties agree to the following responsibilities:

1. Jointly counsel the intern teacher and develop a Professional Development Plan to complete the requirements to earn a credential in the intern teacher's content or specialty area(s); both parties and the intern teacher shall concur on the plan
 - a. Professional Development Plan. The employing district has developed and implemented a Professional Development Plan for interns in consultation with SCOE. The plan shall include all of the following:
 - i. Provisions for an annual evaluation of the intern by the Employing Agency.
 - ii. Provide a description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - iii. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
 - iv. Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual

children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

2. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should include weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - a. A minimum of 144 hours of support/mentoring and supervision will be provided each year during the two-year Intern Program.
 - b. A minimum of two hours of support/mentoring and supervision will be provided to an intern every five instructional days.
 - c. An additional 45 hours of yearly support/mentoring and supervision specific to meeting the needs of English learners (EL) shall be provided to an intern teacher.
 - d. Interns in the Mild to Moderate Support Needs credential program will have at least 200 hours of supervised early field work in general education and special education settings.
 - e. Examples of support/mentoring and supervision could include, but are not limited to:
 - i. Site staff or co-planning meetings
 - ii. Curriculum, data assessment review
 - iii. Professional development
 - iv. EL lesson modification
 - v. IEP support training
 - vi. Classroom observations with mentor
 - vii. Mentor consulting
 - f. For intern teachers who assume daily teaching responsibilities after the beginning of the school year, the parties will provide:
 - i. General mentoring/support equal to sixteen hours times the number of months remaining in the school year.
 - ii. EL support equal to five hours times the number of months remaining in the school year.
3. Review and verify the number of support/mentoring and supervision hours conducted as reported by the intern teacher.
4. Jointly make credentialing recommendation to CTC, recognizing that employment decisions (such as continuing employment and tenure decisions) are separate from credentialing decisions.
5. Notify the other party as soon as possible if an intern teacher placement may be terminated or modified.
6. Develop appropriate modifications, accommodations, and intern support to comply with COVID19 public health orders and applicable county health department and California Department of Public Health and COVID-19 guidelines. This may require video instruction and mentoring.
7. Ensure District certificated employees are not displaced by SCOE Interns.

B. SCOE agrees to the following responsibilities:

1. Be responsible for ensuring that the Teacher Intern Program fulfills the applicable standards of program quality and effectiveness adopted by the Commission on

- Teacher Credentialing (CTC) and California Department of Education (CDE)
2. Provide intern teachers with 120 hours of Preservice training prior to the teacher intern obtaining an intern teaching credential and entering the classroom as the teacher-of-record with the Employing Agency.
 3. Establish effective and on-going communication with Employing Agency and SCOE Intern Personnel as appropriate to ensure a successful teaching experience for the intern.
 4. Ensure that the intern teacher is receiving required support/mentoring and supervision as part of the 144 General Ed/45 EL hours of yearly support by:
 - a. Identifying an intern coach with a clear or life teaching credential and at least three years of teaching experience to provide:
 - i. Direct support/mentoring and coaching to intern teachers, including monthly coaching for a minimum of 6 coaching observations in the intern teacher's classroom per semester, with additional ongoing support, mentoring and consultation outside of the intern teacher's classroom.
 - b. Working with Employing Agency mentor(s) to establish a collaborative working relationship with the intern teacher, Employing Agency mentor, and SCOE intern coach.
 - c. Providing a tracking system to track the total number of support/mentoring and supervision hours provided by both parties to the intern teacher.
 - d. Providing the Intern with procedures to document and monitor the CTC required hours of mentoring and support received from the Employing Agency and SCOE.
 - e. Verifying the number of mentor and support hours provided by SCOE's intern coach and reported by the intern teacher.
 5. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.
 6. Communicate with CTC including:
 - a. Notify CTC if an intern teacher's placement is terminated or changed with the Employing Agency
 - b. Complete all requirements and reporting to CTC for the Intern Credential.
 - c. Complete all requirements and reporting to CTC for the Preliminary Credential.
 7. Should an intern teacher not fulfill the completion requirements of the SCOE intern credential program including attendance, grades and/or timely payment of tuition, the program may drop the candidate. SCOE will remain in close contact with Employing Agency regarding intern status.

C. Employing Agency agrees to the following responsibilities:

1. Select placement sites (schools) that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture

- for candidate reflection and California Teacher Performance Assessment (TPA) completion and the Literacy Performance Assessment (LPA). We ask our districts to have a recording policy in place to accommodate TPA video assessment.
2. Ensure every placement site has a fully qualified site administrator.
 3. Screen and conduct all necessary background checks on intern teachers.
 4. Complete the CTC document entitled "Governing Board Statement for District Intern Credential" and give copy to SCOE prior to employing the intern teacher.
 5. Employ the intern teacher in positions in which the intern teacher will:
 - a. Be employed as the "Teacher of Record" in the appropriate classroom setting based on their provided intern credential.
 - b. Be employed a minimum of .5 FTE capacity in a typical face-to face setting with the same group of students.
 6. Prior to an intern teacher assuming daily teaching responsibilities, identify a mentor for the intern teacher that possesses a valid, corresponding life or clear teaching credential, and a minimum of three years of successful teaching experience. The mentor will be from the same site and have a corresponding credential. The mentor must complete the 10-hour Site Mentor Training through the Course Networking training website and SCOE's orientation. The mentor will not receive the stipend if the training is not complete.
 - a. The mentor will stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs, and will attend a SCOE 2 hour orientation training to learn about mentorship expectations and the performance assessment requirements for interns, including the Literacy Performance assessment which includes a focus on foundational literacy skills and the additional cross cutting themes in literacy
 - b. If possible, the mentor will possess an EL authorization and can act as the EL mentor to provide supervision and support in meeting the intern requirements to receive 45 hours of annual EL support (see Paragraph 5).
 - c. The Site Mentor may not be the Intern's primary evaluator.
 7. If there is not a mentor available with an EL Authorization, provide an EL mentor for intern teachers who enter the program to complete their 45 hours of EL supervision, as outlined in III.A.2.c.
 - a. The EL mentor will be available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling, as needed.
 8. Ensure that:
 - a. A minimum of 144 hours of annual support/mentoring and supervision is provided to intern teacher in conjunction with SCOE supervisors/coaches, per CTC guidelines:
 - i. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should be a minimum of two hours every five instructional days. All interns should receive support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - ii. An additional 45 hours of annual EL support/mentoring and supervision is provided by the EL mentor if required by the intern

teacher in conjunction with SCOE supervisors and coaches per CTC guidelines.

iii. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.

9. Ensure that all site administrators with mentor(s) and/or Intern teacher(s) on staff have been informed about the SCOE Teacher Intern program processes and materials, and stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs.
10. Intern teachers hired within the Participating district must be at sites that allow the Intern teacher to provide effective literacy instruction for all students. Specifically, the intern teacher shall be at sites that allow for instructing students in the literacy areas of meaning making, language development, and effective expression.
11. Intern teachers hired within the Participating district must be at sites that ensure Intern Teachers can practice and implement screening and diagnostic techniques that inform teaching and assessment and early intervention techniques.
12. Intern teachers hired within the Participating district must be at sites that provide opportunities to practice a strong literature, language, and comprehension component with a balance of oral and written language.
13. Intern teachers hired within the Participating district must be in settings that allow interns to practice utilizing the California Dyslexia guidelines, including screening students for dyslexia and providing additional support to those who were flagged from the screener.
14. Provide protected time for mentor(s)/intern to work within the school day; and clearly define expectations for type/frequency of support.
15. Provide opportunities for intern teachers to participate in Professional Development trainings such as grade level collaboration, staff meetings, workshops, and other trainings that promote professional growth for the intern. These trainings may also count towards the 144 General Ed-45 EL hours of support/mentoring and supervision provided by Employing Agency and SCOE.
16. Provide SCOE with any required documentation needed for reporting to CTC or to fulfill the Teacher Intern Program requirements.
17. Recognize the credits earned by the intern teacher in the Program to the same extent as credits earned in a college or university for the purpose of employment salary and/or other benefits.
18. Notify SCOE as soon as possible if Employing Agency elects not to employ the intern teacher during year two of the program (i.e., "non re elects").
19. Recognize that an intern credential ceases to be valid when SCOE's program terminates an intern teacher for failing to make satisfactory progress. Employing Agency will take appropriate action regarding the intern-teacher's position as a teacher of record. Ensure District certificated employees are not displaced by SCOE Interns.
20. Approve SCOE interns request up to three release days per school year to observe other teachers and/or complete their credential requirement such as performance assessments.

VI. Responsibilities - Fiscal

1. SCOE, in its capacity as the Teacher Intern Program's LEA, agrees to the following:

- a. Overall fiscal responsibility for the administration of the Teacher Intern Program.
- b. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Teacher Intern Program Plan.
- c. Expend income according to regularly established policies and procedures within the SCOE expenditure guidelines.
- d. Provide the Employing Agency \$500/year to returning mentor teacher(s) who complete the Site Mentor Training and are continuing to mentor the same teacher intern as in 2024-2025.

2. Employing Agency agrees to the following:

- a. Contract with teacher intern for certificated placement on appropriate certificated salary schedule.
- b. Provide Teacher Intern with all requirements as related to contract employment, including all benefits related to employment and insurance coverage.
- c. For each mentor in which SCOE provides money to the employing agency, the employing agency will pay each mentor teacher \$500/year per intern. The mentor will not receive the stipend if the Site Mentor Training is not complete or if they are mentoring a new intern in the 2025-2026 school year.

VII. Ownership of Materials

1. Any and all products developed by the Teacher Intern Program are the exclusive property of SCOE. Employing Agency, its employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the expressed written permission of SCOE. SCOE shall have the authority to adapt and adopt materials developed by Teacher Intern Program for dissemination purposes.

VIII. Indemnification:

1. Employing Agency agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers, volunteers, and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Employing Agency (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
2. SCOE agrees to defend, indemnify, and hold harmless Employing Agency (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
3. The principals of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

IX. Confidentiality

Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

X. Independent Agents:

This MOU is by and between two independent agents and is not intended to and shall not be

construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker's compensation and other employment laws for their respective employees.

XI. Nondiscrimination Clause:

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

XII. Notice:

Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to Employing Agency may be given at the following address;

[Sacramento City Unified School District](#)

[5735 47th Avenue](#)

[Sacramento CA 95824](#)

Attn: [Hillary Harrell, Director III](#)

Email: hillary-harrell@scusd.edu

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education

P.O. Box 269003

Sacramento, CA 95826-9003

Attn: Ben Odell, Director, Teacher Intern Program

Email: bodell@scoe.net

XIII. Insurance

All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence/\$3,000,000 aggregate (including sexual abuse/molestation coverage) and automobile insurance coverage of \$1,000,000 per occurrence. Such insurance requirements may be satisfied with coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

XIV. Entire Contract:

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.


XV. Execution of Agreement:

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

XVI. Signatures:

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: 

Signed by:
By: 
D2972921888C416...

Signature of Authorized Official

Janea Marking

Sacramento County Office of Education

Sacramento City Unified School District

Title: Executive Director, School of Education Title: Chief Business & Operations Officer

Date: 6/3/2025

Date: 06/02/2025



GENERAL AGREEMENT FOR AGENCIES AFFILIATED WITH ALLIANT INTERNATIONAL UNIVERSITY, INC. AS APPROVED TRAINING SITES FOR MASTER OF SOCIAL WORK STUDENTS

This Memorandum of Understanding (the "Agreement") is entered into by and between Alliant International University, Inc. (the "University"), and **Sacramento City Unified School District** (the "Agency").

RECITALS

WHEREAS, the Agency has training opportunities available in the field of social work;

WHEREAS, training experience is a required and integral component of the University's Master of Social Work (MSW) curriculum;

WHEREAS, the University desires the cooperation of the Agency in the development and implementation of the training experience phase of its curriculum;

WHEREAS, the Agency recognizes its professional opportunity and responsibility to participate in the education of students in the field; and

WHEREAS, the Agency wishes to join the University in the development and implementation of a training program at the Agency (the "Program") for the University's students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Agency enter into this Agreement on the terms and conditions set forth below. The University and the Agency mutually agree:

1. The University agrees to select and assign Students to the Program.
2. The Agency reserves the right to interview any Student selected by the University prior to accepting that Student for training in the Program. Subject to the foregoing, Students selected for assignment shall be assigned to the Agency for a period of time mutually determined in advance by the parties, which may be altered by (a) the University with 30 days written notice or (b) the Agency after the end of a term of the University, but prior to the beginning of the next term of the University with 60 days written notice, in each case, with consideration given to the staff and space availability or (c) the Agency with 30 days written notice.
3. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA") and that the permission of students must be obtained before student data can be released to anyone.
4. Students will be bound by all National Association of Social Workers' confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and intern/trainee records.

AGREEMENT

The University agrees:

1. To designate a Liaison or Coordinator, hereinafter referred to as the “Director of Field Education and/or Liaison of the Institution,” to administer the University’s responsibilities related to the Program.
2. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Director of Field Education and/or Liaison of the Institution of the University and the Training Coordinator (as defined below) of the Agency on items pertinent to education and supervision in the field.
3. To assume responsibility for assuring the Program’s compliance with the educational standards established by the appropriate state professional licensing board or any other relevant authority.
4. To refer to the Program only those students who have satisfactorily completed the prerequisite academic portion of the curriculum.
5. To direct the assigned students to comply with the existing pertinent rules and regulations of the Agency and all reasonable directions given by qualified Agency personnel.
6. To supply the Training Coordinator at the Agency with the appropriate forms to be used in evaluating the performance of the assigned student, unless the Agency has their own forms, and those forms meet accreditation standards, as determined by the University. Evaluations must be completed at the midterm and at the end of the trimester. If evaluation ratings are not satisfactory, the Agency agrees to contact the faculty liaison. The Agency must have, and follow, a policy regarding responding to any student remediation issues.
7. To provide malpractice/liability insurance coverage for students.
8. To be available for consultation regarding student remediation issues.

The Agency agrees:

1. To establish the educational objectives for the Program, devise methods for their implementation and continually evaluate to determine the effectiveness of the Program; provided that it is understood that the Program will provide the Student basic training in the following: Social work practice, including in-person contact with clients and constituencies and generalist (first-year students) and/or clinical (second-year students) learning opportunities with individuals, families, groups, organizations, and communities during the practicum.
2. To provide the physical facilities and equipment necessary to conduct the Program.
3. To designate a Training Coordinator, hereinafter referred to as the “Training Coordinator,” who will be responsible for organizing and coordinating the planning and implementation of the Program.
4. To designate each Student with appropriate supervision by an individual with a Master of Social Work degree from a Council on Social Work Education accredited program and 2 years of post-Master of Social Work degree practice experience, hereinafter referred to as the “MSW Supervisor.” The MSW Supervisor will have the ability to designate appropriate practicum experiences for the Student to other qualified professionals who function within the Agency but will retain the responsibility to complete and sign the practicum evaluation forms provided by the School and provide the student with 60 minutes of weekly face-to-face supervision. If the agency is unable to identify a qualified MSW Supervisor, then the agency must notify the MSW program's training director and work collaboratively to establish an alternate qualified MSW Supervisor.

5. To advise the University of any changes in personnel, operation or policies that may affect the Program.
6. To determine the number of Students which it can accommodate during a given period.
7. To inform the Students and the University of the Agency's requirements (i.e., health status, criminal background) for acceptance into the Program.
8. To provide the assigned Student and the University with a copy of the Agency's existing pertinent rules and regulations with which the Student is expected to comply including, but not limited to, health and safety protocols, home visit protocols, emergency protocols. (Attached and incorporated herein by reference).
9. To make available, whenever possible, emergency health care for the assigned Student by contacting emergency services (911). (The Student will otherwise be responsible for the costs of his or her own health care, including maintaining his or her own medical insurance.)
10. To advise the University of any serious deficiency noted in the ability of an assigned Student to progress toward achievement of the stated objectives of the Program. It will then be the mutual responsibilities of the assigned Student, the Training Coordinator, the MSW Supervisor, and the Director of Field Education and/or Liaison of the Institution to devise a plan by which the Student may be assisted to achieve the stated objectives.
11. To have the right to terminate any Student whose health, as permitted by law, or performance, is a detriment to patient well-being or to achievement of stated objectives of the Program after conferring with the MSW Program Director of Field Education and/or Liaison of the Institution.
12. To restrict Student's access to any patient or client records except in the course of the Student's duties under the Program. Students will be bound by all confidentiality policies and procedures as set forth in paragraph 3 of the General Terms and Conditions of this Agreement (see below), and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and student records.
13. To comply with all Federal, State, and local laws and ordinances concerning human subject research if Students participate in such a research program.

GENERAL TERMS AND CONDITIONS

1. The Agreement shall be the governing legal document between the parties.
2. The Agency's Training Coordinator may complete and sign training agreement documents (electronic) that are submitted by the University that specify 'students' or 'interns' or 'trainees' planned educational/internship program details. Completion of these training agreement documents is for informational purposes only.
3. **Confidentiality.** The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:
 - A. The Agency and the University shall not permit any of their respective employees, agents or contractors to, use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Agreement; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential

Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this Section 3 by or through any employees, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Agreement and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Agreement.

- B. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Agreement, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, information concerning employees (including, in the case of the University, faculty) and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA) and the existence, terms and conditions of this Agreement. Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Agreement or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Agreement (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
 - C. The Agency and the University acknowledge that the University’s use of the Programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The Agency shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The Agency represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling student information provided by the University of its obligations under FERPA. The Agency further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University without a valid business reason to access such records.
4. **Non-Discrimination, Harassment, Retaliation Clause.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non- discrimination in employment, education, and services, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era

Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended. The Agency and the University agree not to discriminate in their enrollment and employment practices, and will render all services under this Agreement without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The Agency and the University will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the Agency or the University or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

5. **Indemnification.** Each party shall be indemnified by the other party (the "Indemnifying Party") against any and all losses, judgments, liabilities, expenses (including, but not limited to reasonable attorneys' fees) or amounts paid in settlement of any third party claims sustained by it that arise out of any breach of representation or any act or omission of the Indemnifying Party in connection with this Agreement, but only in proportion in and to the extent that 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 the Indemnifying Party, its officers, employees and agents. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
6. **Limitation of Liability.**
 - A. Except for the indemnifying party's obligations pursuant to Section 5 above or the other party's gross negligence or willful misconduct: neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits,) and/or reasonable attorneys' fees and costs, arising in any way out of this Agreement, however caused and on any theory of liability.
 - B. Subject to Section 5 above, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.
 - C. The parties to this Agreement hereby assert that no liability is assumed by either party for damages or injuries which arise from Program participants independently traveling to or from service sites.
7. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, commercial general liability and professional liability coverage from an insurance carrier with an AM Best rating of A- VII or better. The Agency's commercial general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The University's general liability and professional liability insurance shall carry a single limit of not less than \$2,000,000 per claim and \$4,000,000 in the aggregate.
8. **Representations and Warranties.**
 - A. Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Agreement and to perform its obligations hereunder; (ii) the execution,

delivery and performance of this Agreement have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Agreement is a valid and binding agreement of each party enforceable in accordance with its terms.

- B. In addition to its representations in paragraph (a) above, the Agency represents and warrants to the University that:
- (i) it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
 - (ii) neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
 - (iii) it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.
9. **Independent Contractor.** University faculty, staff, and students are not officers, agents, or employees of the Agency. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.
10. **Worker's Compensation Insurance.** It is understood and agreed that the University's Students are not to be considered employees of the University and therefore Students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for Student coverage. Rather, Students are fulfilling specific requirements for training experiences as part of the eligibility requirements to become a social worker in the state of California. If the Student enters into an employment relationship with the Agency, the Agency is solely responsible for procuring workers' compensation insurance to cover the individual.
11. **Term.** This Agreement shall be effective for a period of one year from the date of signature when executed by both parties. This Agreement will automatically renew unless otherwise indicated in writing by one of the parties at least sixty (60) days prior to the end of the term; provided that if the Agency is terminating pursuant to this clause, such termination may only be effective after the end of a term of the University and prior to the beginning of the next term of the University. It is expected that the field training experience will be a total of 300 hours for 15 weeks at approximately 20 hours/week for first-year students and a total of 600 hours for 30 weeks at approximately 20 hours/week for second-year students.
12. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed.
13. **Termination.**
- A. Termination of the Agreement: Any party may terminate this agreement in accordance with Section 11. Any termination of the Agreement by either party shall not affect the status of any Student who has been placed with the Agency prior to the effective date of termination.
 - B. Termination of a Student's Participation: The expectation of all parties is that the Student will complete the term of this Program. Termination of the Student with cause shall be

in accordance with the employment or volunteer policies of the training setting.

- C. Termination of the Student or supervisor's employment or this Agreement must take into account the clinical necessity of an appropriate termination or transfer of clients.

14. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, electronic documentation or U.S. Mail as follows:

For University: Sara Strayer, PhD, LSW
Director of Field Education, Master of Social Work Program
Alliant International University
10455 Pomerado Road, San Diego, CA 92131
Tel: 858-635-4082
Email: sara.strayer@alliant.edu

For Agency: Jamie Bateman, MSW, PPSC
Mental Health Coordinator I, Student Support and Health Services
Department
Sacramento City Unified School District
5735 47th Avenue, Sacramento, CA 95824
Tel: (916) 826-3615
Email: Jamie-bateman@scusd.edu

15. **Modification.** This Agreement contains all of the terms and conditions between the parties. This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.
16. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
17. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
18. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.
19. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction in the courts of the State of California.
20. **Dispute Resolution.** All disputes between the parties which are not resolvable within the day-to-day working relationship of the parties may be assigned by either party to the coordinators for resolution in accordance with procedures to be agreed upon by the parties. The coordinators will meet to consider the issues not later than ten (10) business days after assigned to do so. Such meetings may be telephonic. In the event the coordinators are unable to resolve the dispute within fifteen (15) business days of their first meeting concerning such dispute (or such other period mutually agreed by the parties), either party may seek such other relief as may be available at law or equity. Notwithstanding anything to the contrary in this section, neither party shall be prevented from immediately seeking injunctive or other equitable relief in the event of any breach or alleged breach of Section 3 of the General Terms and Conditions hereof. Except for ancillary measures in aid of

21. **Counterparts; Facsimile.** This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and, each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.
22. **No Third-Party Rights.** Nothing in this Agreement shall be construed as creating or giving rise to any rights to any third parties or any persons other than the parties hereto.
23. **Survival.** Sections 3, 5, 6, 9 and 11 through 23 of the General Terms and Conditions shall survive the termination of this Agreement.

FOR THE “UNIVERSITY”

Date

Date _____

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE**

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 1st day of July, 2025, by and between the *University of San Francisco* ("University") and the *Sacramento City Unified School District* ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide teaching experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

Mentor/cooperating teachers and administrators will be informed about the expectations for candidates to take and pass a Commission approved literacy performance assessment that includes a focus on foundational literacy skills and the additional cross cutting themes in literacy (meaning making, effective communication, language development and content knowledge).

Candidates will have the opportunity to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the CA Teaching Performance Expectations and CA Standard 7 - Literacy.

Candidates will receive supervised field experiences in planning and implementing evidence-based literacy instruction (including integrated content and literacy instruction) grounded in an understanding of the California Dyslexia Guidelines, including the definition and characteristics of dyslexia and structured literacy (i.e., instruction for students at risk and with dyslexia that is comprehensive, systematic, explicit, cumulative, and multimodal and that includes phonology, orthography, phonics, morphology, syntax, and semantics).

B. District shall provide counseling experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Counseling” as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

C. District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

B. The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

III. COMPENSATION FOR MASTER TEACHERS

University will pay for the performance by District teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed directly to the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 1st day of *July*, 2025 and shall terminate on the 30th day of *June*, 2030.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean Shabnam Koirala-Azad
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
101 Howard Street, Suite 200
San Francisco, CA 94105

To District:

Sacramento City Unified School District Attn: Contracts Office 5735 47 th Avenue Sacramento, CA 95824

H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related), disability or other category protected by applicable law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

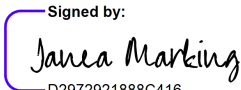
University of San Francisco

By: _____
Rebecca Hong, Ed.D.

Vice Provost
Title

Date

Sacramento City Unified School District

Signed by:
By:  _____
D2972921888C416...
Name (Signature)

Janea Marking
Name (Print)

Chief Business & Operations Officer
Title

05/30/2025
Date

**ADDENDUM
TO THE
CLINICAL EXPERIENCE AGREEMENT**

This Addendum ("Addendum") to the Clinical Experience Agreement ("Agreement") between Sacramento City Unified School District ("District") and Western Governors University ("University"), is effective as of the date of University's signature below ("Addendum Effective Date"). For the purposes of this addendum, a "Candidate" shall refer to a University student enrolled in a University program leading to an education credential.


1. Teacher of Record Candidate Placement.

- a. In addition to placement of Candidates through the standard path as described in the Agreement, the District agrees to place Teacher of Record Candidate in exceptionally rare and unique circumstances where no other viable placement options exist, and all necessary requirements are met.
- b. As such, District agrees to place Samantha Tiscareno, a Teacher of Record Candidate.
- c. The District will provide completed Mentor Teacher Nomination Form to the University's Clinical Placement Team. The Parties will cooperate and mutually select an onsite Mentor Teacher, meeting Agreement requirements for Mentor Teachers, for the Teacher of Record Candidate's placement. Neither Party will unreasonably withhold approval for a Mentor Teacher.

2. Addendum Term. This Addendum is entered into as of the Addendum Effective Date and terminates in conjunction with the conclusion of the named Candidate's Clinical Experience.

This Addendum is effective as of the Addendum Effective Date.

DISTRICT
Signed by:



D2972921888C418

Signature

Janea Marking

Name

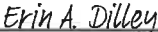
Janea Marking, Chief Business and Operations Officer

Title

05/30/2025

Date

UNIVERSITY



Erin A. Dilley (Apr 10, 2025 21:07 PDT)

Signature

Erin Dilley

Name

Sr. Manager, Clinical Experience

Title

Apr 10, 2025

Date

Sacramento City Unified TOR Addendum

Final Audit Report

2025-04-11

Created:	2025-04-11
By:	Terry Miller (terry.miller@wgu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlwRFAT8Ubbp1HiqkKouNHQZcVPP5KC-q


"Sacramento City Unified TOR Addendum" History

 Document created by Terry Miller (terry.miller@wgu.edu)

2025-04-11 - 2:28:30 AM GMT- IP address: 67.161.213.230

 Document emailed to erin.dilley@wgu.edu for signature

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 Email viewed by erin.dilley@wgu.edu

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 Signer erin.dilley@wgu.edu entered name at signing as Erin A. Dilley

2025-04-11 - 4:07:22 AM GMT- IP address: 174.61.209.120

 Document e-signed by Erin A. Dilley (erin.dilley@wgu.edu)

Signature Date: 2025-04-11 - 4:07:24 AM GMT - Time Source: server- IP address: 174.61.209.120

 Agreement completed.

2025-04-11 - 4:07:24 AM GMT

Clinical Student Placement Agreement

This Agreement is entered into between the Trustees of the California State University on behalf of **San José State University**, located at One Washington Square, San Jose, CA 95192, hereinafter called (“the University” and/or “Trustees”), and **Sacramento City Unified School District**, located at 5735 47th Avenue, Sacramento CA 95824 hereinafter called (“the Learning Site”). The University and the Learning Site are hereinafter referred to collectively as the “Parties”. This Agreement is effective as of the date of the last executed signature.

RECITALS

Whereas: The University operates fully accredited undergraduate and graduate degrees in the following allied health programs: nursing, wound & ostomy, occupational therapy, recreation therapy, communicative disorders and sciences, audiology, social work, psychology, nutrition, food science and packaging and clinical laboratory science, and desires access to facilities in which students can obtain broader clinical learning experiences;

Whereas: The Learning Site has the facilities and professional expertise to provide clinical education to students and is willing to provide a clinical training Program (“Program”) for the University’s Students; and

Whereas: The Parties agree that it is to their mutual advantage for selected students of the University to obtain their clinical experience at the Learning Site’s facilities in accordance with the University’s educational programs and the requirements of applicable accreditation organizations;

Now, therefore, in consideration of the foregoing and mutual covenants set forth below, the Parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties before the training begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY’S RESPONSIBILITIES

- A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Learning Site a student profile on a form to be agreed by the parties, which shall include the student’s name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Learning Site shall regard this information as confidential and shall use the information only to identify with each student.
- B. Schedule of Assignments. University shall notify Learning Site’s Program supervisor of student assignments, including the name of the student, level of academic participation, and length and dates of proposed clinical training Program experience.

SJSU Clinical Student Placement Agreement	SJSU Requisition#	Page 2 of 6
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- C. Program Coordinator. University shall designate a faculty member to coordinate with Learning Site's designee in planning the Program to be provided to students.
- D. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- E. Student Responsibilities. University will notify students in the Program that they are responsible for:
- 1) Complying with Learning Site's administrative policies, procedures, rules and regulations;
 - 2) Arranging for their own transportation and living arrangements if not provided by the University;
 - 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
 - 4) Maintaining the confidentiality of client information:
 - a. Neither University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by Learning Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
 - b. Learning Site shall reasonably assist University in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the Program experience with University, its employees, or agents.
 - 5) Complying with Learning Site's dress code and wearing name badges identifying themselves as students;
 - 6) Notifying Learning Site immediately of any violation of state or federal laws by any student; and
 - 7) Providing services to Learning Site's clients only under the direct supervision of Learning Site's professional staff.
- F. Payroll Taxes and Withholdings.
 University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits, including the cost of any such claims, for University's employees and agents, if any, who provide services to the Program or otherwise participate under this agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from the University or Learning Site. For purposes of this agreement, however, students are trainees and shall be considered members of Learning Site's "workforce" as the term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. [Notwithstanding the foregoing, University] Learning Site shall bear all costs, including claims costs, associated with workers' compensation coverage for student trainees.

III. LEARNING SITE'S RESPONSIBILITIES

SJSU Clinical Student Placement Agreement	SJSU Requisition#	Page 3 of 6
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- A. Clinical Training Program. Learning Site shall accept from University the mutually agreed upon number of students enrolled in the clinical training Program and shall provide the students with supervised experience.
- B. Learning Site Designee. Learning Site shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.
- C. Orientation Program. Learning Site shall require all students to participate in an orientation at the Learning Site prior to clinical training Program,
- D. Access to Facilities. Learning Site shall permit students enrolled in the Program access to facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Learning Site's activities.
- E. Records and Evaluations. Learning Site shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.
- F. Withdrawal of Students. Learning Site may request that the University withdraw from the Program any student who Learning Site determines is not performing satisfactorily, refuses to follow Learning Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Learning Site's request. University shall comply with the written request within five (5) days after actually receiving it.
- G. Emergency Health Care/First Aid. Learning Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Learning Site shall have no obligation to furnish medical or surgical care to any student.
- H. Student Supervision. Learning Site shall permit students to perform services for clients only when under the supervision of an appropriately qualified professional on Learning Site's staff. Such professionals are to be qualified or certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in staff meetings, and in-service educational programs at the discretion of their Learning Site-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Learning Site's staff.
- I. Learning Site's Confidentiality Policies. As trainees, students shall be considered members of Learning Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Learning Site's policies respecting confidentiality of client information. In order to ensure that students comply with such policies, Learning Site shall provide students with substantially the same training that it provides to its regular employees.

IV. **NON-DISCRIMINATION**

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

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V. STATUS OF UNIVERSITY AND LEARNING SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Learning Site or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Learning Site's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

- A. University Insurance. University shall maintain in force during the term of this Agreement, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated "A" or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation coverage as required by law. University shall provide Learning Site with evidence of the insurance required under this paragraph. University shall promptly notify Learning Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. Learning Site Insurance. Learning Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in aggregate. Such coverage shall be obtained from a carrier rated "A" or better by AM Best or a qualified program of self-insurance. Learning Site shall maintain and provide evidence of workers' compensation coverage as required by law. Learning Site shall provide University with evidence of the insurance required under this paragraph, which will provide for not less than thirty (30) days' notice of cancellation to University. Learning Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION

- A. University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. Learning Site shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Learning Site and University that the provisions in this paragraph are to be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

VIII. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date of the last executed signature and shall remain in effect for a term of five (5) years, unless terminated sooner.

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- B. Renewal. This Agreement may be renewed upon written mutual agreement.
- C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days advance written notice by one party to the other, provided, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. **GENERAL PROVISIONS**

- A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph E, subdivisions 4.a), 4.b); Section II, Paragraph F, to the extent it provides that students are members of Learning Site's "workforce" for purposes of HIPAA; Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To University:
San José State University
One Washington Square
San José, CA 95192
Attn: [Type Fieldwork Coordinator name]

To Learning Site:
Sacramento City Unified School District
5735 47th Avenue
Sacramento CA 95824
Attn: Tina Alvarez Bevens, Contracts Office
Phone: (916) 643-2464
Email:

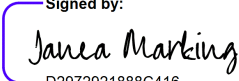
X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Trustees

Sacramento City Unified School District

By: _____
Name _____
Title: _____
Date: _____

Signed by:

D2972921888C416...
Name Janea Marking
Title: Chief Business & Operations Officer
Date: 05/30/2025



PURCHASING SUPPORT SERVICES

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

Janea Marking, Chief Business and Operations Officer

Robert Aldama, Purchasing Manager II

AMENDMENT NO. 1 TO AGREEMENT FOR PARKING SERVICES

This Amendment to the Agreement for Parking Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Sacramento Regional Transit District ("Vendor") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Parking Services originally entered to on August 16, 2024.

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 June 6, 2025;
2. Extension of Term of the Agreement: This Amendment shall extend the current Parking services on the Project from August 2024 to June 2026;
3. Fee and Method of Payment: The Vendor shall continue to pay District for the current services and will now pay for the added services from and after June 6, 2025, on a fee basis up to a maximum of \$600/monthly, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Forty-one (41) parking spaces Sacramento Regional Transit District can use at the District's 24th and Florin site

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for Parking 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 Parking 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 Parking 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: June 6, 2025

**Sacramento City Unified School
District**

**Sacramento Regional Transit
District**

Janea Marking
Chief Business and Operations Officer



Henry Li
General Manager/CEO

**PARTNERSHIP AGREEMENT
FOR THE EXTREME HEAT AND COMMUNITY RESILIENCE
ROUND 1 AWARDED PROJECT:
Community Solar and Resiliency Project (CSR)**

This Partnership Agreement for the Extreme Heat and Community Resilience Program Round 1 Awarded Project named Community Solar and Resiliency Project ("Agreement") is made and entered into this _____ day of _____, 2025, by and between Sacramento City Unified School District ("SCUSD," "District," or "Lead Applicant"), the Sacramento Municipal Utility District ("SMUD" or "Contributor"), United Latinos ("UL" or "Contributor"), and GRID Alternatives ("GRID" or "Contributor"), collectively referred to as "Partners," to represent a commitment to complete a signed version of the Grant Agreement. Although titled "Partnership Agreement," this Agreement, once signed by all parties, will function as a Memorandum of Understanding ("MOU") that outlines the intent to collaboratively work together, as outlined herein. Individualized Service Agreements ("Agreements") will also be entered into with each entity and the District, after the Grant Agreement has been finalized.

RECITALS

WHEREAS, the District, in collaboration with the Partners, were awarded the Extreme Heat and Community Resilience Program (EHCRP) Grant from the Governor's Office of Land Use and Climate Innovation for the Community Solar and Resiliency (CSR) Project ("Project").

WHEREAS, the Project will focus on the planning and possible implementation of a community solar microgrid to be potentially located on the following District properties ("Properties"):

- Hiram Johnson High School, 6879 14th Avenue, Sacramento, CA 95820,
- Transportation Services, 7050 San Joaquin Street, Sacramento, CA 95820, and
- Nutrition Services, 3101 Redding Avenue, Sacramento, CA 95820.

WHEREAS, the Project will incorporate microgrid and resiliency center design and planning, community engagement efforts to help shape design and planning efforts, and workforce development efforts within the surrounding community focused on the green economy.

WHEREAS, this Agreement is entered into pursuant to requirements of the EHCRP Guidelines and Community Solar and Resiliency Project (CSR) Project ("Project").

WHEREAS, this Agreement memorializes basic terms to govern the planning and implementation of the scope of work included in the Project.

WHEREAS, an organizational chart and a table containing roles and responsibilities of each of the Partners is **attached hereto as Exhibit A**.

WHEREAS, the Partners commit to work together to implement the Project, which has been selected to be funded by the EHCRP. The Lead Applicant and Contributors have developed the Project described in the Grant Agreement, outlined in the Proposal Overview below, with the

understanding of the EHCRP requirements and are prepared to lead and participate for the term of the EHCRP Grant.

WHEREAS, the Project is supported by the EHCRP implemented by the Governor's Office of Land Use and Climate Innovation (LCI). The EHCRP is dedicated to supporting a statewide movement to build resilience to extreme heat through job creation, placemaking, place-keeping, and protecting and improving health outcomes of Californians who are disproportionately impacted, exposed to, or at risk of harm from extreme heat.

WHEREAS, the Sacramento City Unified School District will be the Grantee responsible for the EHCRP grant to take place within the project area specified in the Grant Agreement.

WHEREAS, EHCRP Project Partners include SCUSD as the Lead Applicant as well as all other Partners who are Contributors listed in the grant agreement. These organizations should be eligible to participate in the program and fully support the objectives, goals, strategies, and tasks identified within the submitted and ultimately approved EHCRP Grant Application. All Partners must agree to support the project in their roles identified as Contributors in the EHCRP Grant Agreement.

WHEREAS, LCI requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the Project including, but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

WHEREAS, this Agreement establishes a collaboration process between Partners for matters pertaining to the EHCRP grant including the implementation of the scope of work within the Project Area specified in the Grant Agreement.

WHEREAS, this Agreement is entered into pursuant to requirements of the EHCRP grant and memorializes basic terms to govern the planning and implementation of the scope of work included in the EHCRP Grant Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Roles and Responsibilities

A. Sacramento City Unified School District

1. As the Lead Applicant, SCUSD commits to all duties and responsibilities corresponding to the Lead Applicant role under the CSR Project for the term of the EHCRP Grant. SCUSD is fully committed to the activities and deliverables of the EHCRP grant Agreement and the stipulations of this Agreement and agrees to take all actions necessary to effectuate the requirements of the EHCRP grant in accordance with the State of California requirements. As Lead Applicant, SCUSD responsibilities include, but are not limited to:
 - a. Commitment to Partners
 - (i) Commitment to plan and implement the project schedule;
 - (ii) Commitment to work collaboratively;
 - (iii) Leverage available funds; and

- (iv) Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - b. Roles and Responsibilities
 - (i) Coordinate and set direction for all components of the EHCRP grant Agreement and process the approval of its parts, as may be necessary or appropriate. This will include direction setting and coordination with:
 - (1) SMUD to design and engineer a microgrid and the Properties as well as conduct an Extreme Heat Assessment,
 - (2) United Latinos to develop a Community Engagement Plan (CEP) and implementation of the CEP, and
 - (3) GRID Alternatives to develop a Workforce Development Plan (WDP) and implementation of the WDP.
 - (ii) Oversee and coordinate the EHCRP grant Agreement;
 - (iii) Prepare and disburse the EHCRP grant funds to Partners, either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
 - (iv) Submit all invoices and associated quarterly reports, mid-term progress reports, final report, case study, and other reporting as required by the EHCRP Program staff;
 - (v) Participate in regular check-in meetings with EHCR Program staff;
 - (vi) Provide the SCUSD staff support during the entirety of the grant term; and
 - (vii) Achieve and monitor goals and associated indicators as defined within the EHCRP Grant Agreement, particularly the Workplan.
 - c. Governance
 - (i) Sharing decision-making power with Partners in the implementation of the EHCRP Grant Agreement;
 - (ii) Build equitable policies
 - (iii) SCUSD is the Lead Applicant, and SMUD will support SCUSD in grant administration and implementation. These details will be further outlined in a forthcoming agreement between SCUSD and SMUD for posterity.
- B. Sacramento Municipal Utilities District, as a Primary Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, SMUD responsibilities include, but are not limited to:
- 1. Commitment to Partners
 - a. Commitment to plan and implement the project schedule;
 - b. Commitment to work collaboratively;
 - c. Leverage available funds; and
 - d. Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - 2. Roles and Responsibilities
 - a. At the discretion of, and in conjunction with SCUSD, support grant administration and create first drafts for all reporting

- b. At the discretion of, and in conjunction with SCUSD, support in the management of the project implementation.
 - c. Using SCUSD's Design Standards and Specifications for work that takes place on District Properties, provide design and engineering of a microgrid that will support the implementation of a community resiliency center at Hiram Johnson High School, per the Scope of Work.
 - d. Using SCUSD's Design Standards and Specifications for work that takes place on District Properties, provide design and engineering of a microgrid that will support continuity of services at the Districts Nutrition Services and Transportation Services properties in the event of a power failure, per the Scope of Work.
 - e. Coordinate with United Latinos to develop a Community Engagement Plan (CEP) and implementation of the CEP.
 - f. Coordinate with GRID Alternatives to develop a Workforce Development Plan (WDP) and implementation of the WDP.
 - g. Conduct an Extreme Heat Assessment with drafts shared at roughly the 50%, 75%, and 100% completion stages.
- C. United Latinos, as a Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, UL responsibilities include, but are not limited to:
 - 1. Commitment to Partners
 - a. Commitment to plan and implement the project schedule;
 - b. Commitment to work collaboratively;
 - c. Leverage available funds; and
 - d. Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - 2. Roles and Responsibilities
 - a. Create and manage a Community Engagement Advisory Board, based on input and feedback from other Partners.
 - b. Develop a Community Engagement Plan (CEP).
 - c. Implement the CEP.
 - d. Produce a Final CEP Report, with regular feedback incorporated from other Partners.
- D. GRID Alternatives, as a Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, GRID responsibilities include, but are not limited to:
 - 1. Commitment to Partners
 - a. Commitment to plan and implement the project schedule;
 - b. Commitment to work collaboratively;
 - c. Leverage available funds; and
 - d. Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - 2. Roles and Responsibilities
 - a. Conduct an EHCRP Workforce Development community needs assessment

- b. Work with SCUSD's Career Technical Education Department to engage, identify, and support student work-based learning programming that does not negatively impact Collective Bargaining Agreements in place with District personnel.
- c. Create Workforce Development Plan (WDP)
- d. Implement WDP
- e. Generate Final EHCRP and WDP Report with regular feedback incorporated from other Partners.

II. Proposal Overview

The Partners proposes the Community Solar and Resiliency Project (CSR), a multifaceted initiative aimed at understanding and addressing extreme heat impacts through collaborative, community-centered planning to support the deployment of innovative clean energy solutions and community resilience strategies. CSR will:

- A. Engage the community to understand its needs and incorporate community members into the planning process.
 - 1. Develop Implementation Plans based on community engagement to create educational programs for members of the community to mitigate and reduce the effects associated with extreme heat.
 - 2. Explore community-driven mitigation strategies.
- B. Provide workforce development related to clean energy jobs.
- C. Identify measures, including nature-based, to mitigate the effects of extreme heat in the communities served by SCUSD.
- D. Evaluate identified measures for efficacy and cost-effectiveness.
- E. Evaluate and quantify the needs, costs, and benefits of creating a community resilience center at Hiram Johnson High School (HJHS).
- F. Evaluate and quantify the needs, costs, and benefits of implementing resiliency measures at SCUSD's Transportation Services and Nutrition Services Properties.
- G. Evaluate the ability to interconnect the Properties within a larger microgrid.
- H. Outline initial design and engineer parameters for a renewable microgrid at HJHS intended to serve as a community energy hub providing reliable, climate-controlled refuge during heat events.
- I. Outline initial design and engineer parameters and requirements for new resiliency and expanded vehicle-to-grid measures to enhance energy reliability while accelerating the electrification of SCUSD's bus fleet.
- J. Outline initial design energy resilience measures at the central kitchen to ensure continuity of nutrition services during power outages.
- K. A Final Design and Engineering Report including:
 - 1. System Requirements Analysis, Site Assessment, Load Analysis, Renewable Resource Assessment, Preliminary-Component Selection, Energy Storage Sizing and Configuration, Control System Design, Grid Interconnection and Islanding Protection, Safety and Compliance, and a Cost-Benefit Analysis.

CSR will deliver its benefits by leveraging deep, highly functional partnerships to deliver direct community-focused benefits while contributing safer, more healthful, and more robust district services.

III. EHCRP Proposal Collaborative Partnership Structure

A. General

This section defines how the Collaborative Partnership Structure between the Lead Applicant and its subsequent Contributors will enact project tasks and resolve disputes or underperformance. In general, these pathways will be further defined in forthcoming Memorandums of Understanding between the Lead Applicant and each individual Contributor. The Collaborative Partnership Structure holds SCUSD as the Lead Applicant with SMUD, United Latinos and GRID Alternatives as Contributors. In general:

1. SCUSD will set the direction and oversee the entire planning and management of the Project.
2. SMUD will support the daily management of the project, including administration of the grant, on behalf of and in coordination with SCUSD. SMUD will consult with SCUSD on management and administration of the grant. SCUSD has final approval of all management, administration and work product decisions.
3. SMUD will develop the design and engineering of the microgrid, based on SCUSD direction as well as District's Design Standards and Specifications.
4. SMUD will perform an Extreme Heat Assessment of the HJHS neighborhood census tract to be shared with SCUSD as outlined herein.
5. UL will work with local community members and representatives to develop and implement a community engagement plan to garner input and feedback on the uses of a microgrid community resiliency center as well as workforce.
6. UL will work with local community members and representatives to identify the specific skills and knowledge gaps within the target workforce in order to support GRID's workforce development efforts.
7. GRID Alternatives will perform workforce development engagement of both the District's Career Technical Education Department's efforts at Hiram Johnson High School, and its surrounding neighborhood census tract to increase availability of 'green' jobs.

B. Meetings

1. Partners will conduct an all-hands Project kickoff meeting shortly after the SCUSD-LCI contract is executed. Subsequent meetings will be scheduled soon after to begin the work of the grant in detail.
2. Reoccurring team biweekly or monthly meetings to provide the team updates on the project status, discuss progress and challenges, next steps, etc. The team will conduct additional ad hoc meetings as needed. LCI will be included in these meetings on a monthly basis, or as requested by LCI.
3. UL will conduct:
 - a. 4 Community Advisory Committee meetings,
 - b. Culturally relevant arts-based storytelling and community forums,
 - c. 3 community-driven focus groups, and
 - d. Other community events as needed.
4. GRID Alternatives will conduct various meetings, events, etc. to:
 - a. Identify the specific skills and knowledge gaps within the target workforce,
 - b. Support and inform recruitment, training, professional development, and
 - c. Monitor progress of the workforce development plan implementation.

C. Documentation

1. SCUSD has an adequate file repository prepared for keeping sensitive information available long-term. The minimum file retention for SCUSD depending on file type is 3-5 years. SCUSD anticipates fulfilling all necessary documentation and file retention per guidance from the California Office of Land Use and Climate Innovation. The repository contains documentation on contracts, sub-agreements, Memorandums of Understanding, invoices, reports, project management documents, budget, schedule, scope of work, org chart, etc.
2. SMUD has created a repository for project documentation within SMUD's internal IT system. The repository contains documentation on contracts, sub-agreements, Memorandums of Understanding, invoices, reports, project management documents, budget, schedule, scope of work, org chart, etc. The repository cannot be shared with external parties due to SMUD's IT security policies and backed up on a daily basis.
3. Co-Applicants, Contributors and subcontractors shall provide SCUSD with copies of all documentation and actions taken related to the Project to the Grantee for retention in compliance with Exhibit C, Section 4 of the EHCRP Grant Agreement.
4. Documentation will be verified by all parties on a quarterly basis in relationship to reporting requirements.
5. **IMPORTANT: by executing this document, Lead Applicant, Contributors, and subcontractors agree to comply with Exhibit C, Sections 4 and 5 of the EHCRP Grant Agreement. The EHCRP Grant Agreement is attached to this document as Appendix B.**

D. Decision-Making and Dispute Resolution

1. This project will include Agreements between all individual parties and the Lead Applicant. Those Agreements will be created and entered into once the LCI contract and this Partnership are approved by all Partners and LCI. Those Agreements will contain clear decision-making and dispute resolution processes outlined. In the interim, SCUSD, as the Lead Applicant, will provide direction, and shall have the final say in the Project Implementation.

IV. Legal and Financial Considerations

- A. SCUSD will maintain legal, fiscal, and fiduciary responsibilities, including managing grant funds in accordance with LCI regulations, policies, and guidelines. The Sacramento City Unified School District (SCUSD) is responsible for the development and submission of all reports to EHCRP staff and additional funding agencies, bookkeeping, accounting, and grant compliance services.
- B. Legal and Financial Relationship.
 1. Each Contributor will draft and sign an Agreement with SCUSD. The Agreements, once fully executed, will supersede this MOU and provide details relating to the legal and financial Terms and Conditions that are unique to each relationship between the Lead Applicant and each Contributor.
 2. The Sacramento City Unified School District (SCUSD) and each Contributor shall have equal standing and collective accountability for implementing grant program requirements within the Collaborative Partnership Structure. The Sacramento City Unified School District (SCUSD) does not assume liability for any third-party claims for damages arising out of this Agreement and each Contributor does not assume liability to LCI for damages arising out of this Agreement.

V. Equal Opportunity

The Sacramento City Unified School District and Contributors are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status.

The Sacramento City Unified School District and Contributors will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. SCUSD will take prompt and effective remedial action upon discovery of such conduct.

VI. Term

This Agreement will commence upon authorized signature by all Parties and terminate on 9/30/2027. This Agreement may be revised during the Grant Term period upon written notice to all Parties, by signed Amendment, to comply with all administrative, statutory, and EHCRP requirements. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

VII. Termination

Subsequent Agreements between each Contributor and the District shall outline an appropriate and reasonable Termination Clause or Clauses.

IN WITNESS, WHEREOF, the parties hereto have executed this Partnership Agreement on

Sacramento City Unified School District

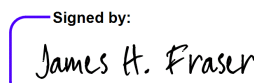
Signed by:

D2972921888C416
 Janea Marking
 Chief Business & Operations Officer

05/28/2025

Date


Sacramento Municipal Utilities District

Signed by:

39A8E619578A411
 James H. Fraser
 Director of Research and Development

05/27/2025

Date

United Latinos


Signed by:

4540DE149BA6456...

Manual Guillot
Executive Director

05/27/2025

Date

Grid Alternatives

Signed by:

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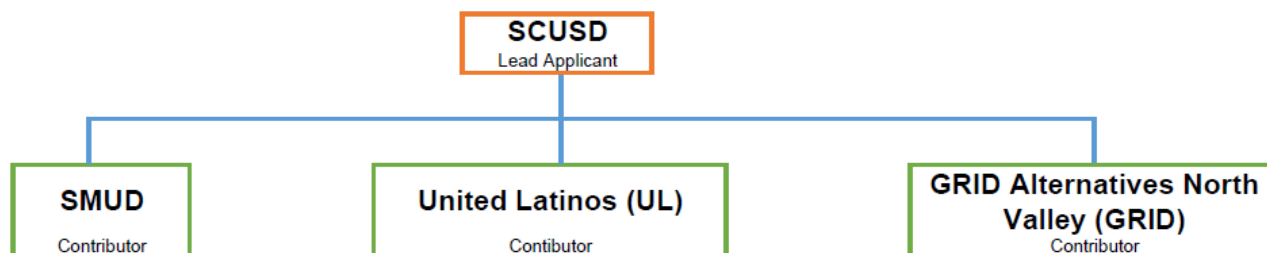
Achini Bandara
Co-Executive Director

05/28/2025

Date

EXHIBIT A

Sacramento City Unified School District's (SCUSD) Community Solar and Resiliency Project (CSR)



Description			
Partner	Tasks	Role	Responsibilities
SCUSD	All Tasks	Overall project support	Oversee overall Project Management Oversee overall Grant Administration Review and approve project documents Execute grant agreements Execute grant sub-agreements
SMUD	Task 1 Task 4 Task 5	Assist SCUSD with Project Management Assist SCUSD with Grant Administration Microgrid design & engineering Extreme Heat Research/Study	Support overall project management Support overall grant management Final Design & Engineering Report Heat vulnerability research Identify and evaluate strategies Final heat study report Report Development Administration Conduct research on impacts of extreme heat on the community Evaluate results of the research and the effectiveness of existing strategies
United Latinos (UL)	Task 2	Community outreach & engagement	Create and manage a Community Engagement Advisory Committee Develop a Community Engagement Plan (CEP) Implement CEP Produce Final CEP Report
GRID Alternatives (GRID)	Task 3	Needs assessment Workforce development	Conduct a community needs assessment Create Workforce Develop Plan (WDP) Implement WDP Generate Final WDP Report

Exhibit C, General Terms and Conditions**1. Approval**

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of LCI in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.
- C. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)). Separate bank accounts are not required. Grantee must maintain financial records of expenditures in accordance with generally accepted accounting principles.
- D. Grantee must maintain documentation of its normal procurement policies and procedures.

5. Audit and Accounting

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that LCI, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by LCI, the Department of Finance, the Bureau of State Audits, or their designated

representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.

- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.
- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of LCI.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to

labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. LCI and Grantee will work collaboratively to ensure this Grant Agreement and the Project are administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

13. Revenue

All revenue generated as a part of the Project by Grantee, their partners or subcontractors must be used to further the Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.



THIRD PARTY PAYMENT AGREEMENT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS MERCED CAMPUS
(UNIVERSITY OF CALIFORNIA, MERCED PROFESSIONAL AND CONTINUING EDUCATION)
AND
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR ACADEMIC COOPERATION IN COLLEGE AND CAREER READINESS

The objective of this Memorandum of Understanding (MOU) is to create a college and career preparatory pathway for students in California. Thus, UNIVERSITY OF CALIFORNIA, MERCED PACE and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT have agreed that in support of their mutual interests in equitable and accessible public education:

- 1) The UNIVERSITY OF CALIFORNIA, MERCED PACE will offer two (2) non-credit certificate courses, approved by the Dean of UC Merced PACE, in public health totaling eighty (80) hours of content that lead to a UC Merced PACE Certificate of Completion to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT students in Fall 2025. The terms will be as follows:
 - a) Courses will be taught by a highly qualified teacher approved by the UNIVERSITY OF CALIFORNIA, MERCED PACE. "Highly qualified" will be defined as an earned master's degree in related field, and demonstrated success of instruction, minimum of five (5) years of experience preferred. The Dean of PACE may approve exceptions to the qualifications based on justification within University policy.
 - b) Course textbooks and electronic learning materials will be the responsibility of SACRAMENTO UNIFIED SCHOOL DISTRICT and not the responsibility of UNIVERSITY OF CALIFORNIA, MERCED PACE. Costs associated with student textbooks and electronic learning materials will be the responsibility of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT and not the responsibility of UNIVERSITY OF CALIFORNIA, MERCED PACE.
 - c) Courses will be offered beginning August 18, 2025 through December 31, 2025 at the following structure:
 - (1) PH 823.1 Role of a Community Health Worker – 9 weeks
 - (2) PH 823.2 Skills and Competencies of a CHW – 9 weeks
 - d) Courses will be offered as distinct and independent elective class sections [hereafter, "electives"] to a maximum of thirty (30) students in good academic standing per section. It is at the discretion of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT in determining good academic standing of each student.
 - e) UNIVERSITY OF CALIFORNIA, MERCED PACE holds full discretion to cancel a course at any time for reasons due to not meeting student enrollment requirements.
 - f) Student completion of the electives will result in transferable undergraduate academic credit. Institutions of higher education are sovereign in their decisions to confer transfer credit. Students will receive a distinct and independent grade for the course. Student completion of the elective will not constitute admission, matriculation, or promise of early admission to any degree program at the UNIVERSITY OF CALIFORNIA, MERCED or other institutions of higher education.
- 2) The financial terms of the third-party payment agreement will be as follows:
 - a) UNIVERSITY OF CALIFORNIA, MERCED PACE will provide a reservation ticket number and course registration instructions to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT for up to 30 student seats. UNIVERSITY OF CALIFORNIA, MERCED PACE will reserve the above listed number of student seats until the course start date.

- b) SACRAMENTO CITY UNIFIED SCHOOL DISTRICT will provide UNIVERSITY OF CALIFORNIA, MERCED PACE with compensation in the amount of \$400 per student enrolled.
 - c) UNIVERSITY OF CALIFORNIA, MERCED PACE will provide SACRAMENTO CITY UNIFIED SCHOOL DISTRICT with an invoice in the specified amount above upon execution of this agreement.
- 3) SACRAMENTO CITY UNIFIED SCHOOL DISTRICT shall defend, indemnify, and hold UNIVERSITY OF CALIFORNIA, MERCED, 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 Memorandum of Understanding 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 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, its officers, employees or agents. UNIVERSITY OF CALIFORNIA, MERCED shall defend, indemnify, and hold SACRAMENTO CITY UNIFIED SCHOOL DISTRICT 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 Memorandum of Understanding 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 UNIVERSITY OF CALIFORNIA, MERCED, its officers, employees or agents.

The aim of this Memorandum of Understanding shall be to maximize student success, retention, readiness for college, and preparation for gainful employment. The collaboration shall be subject to periodic review by both parties. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT shall not hold UNIVERSITY OF CALIFORNIA, MERCED PACE liable for any damage that is caused, whether directly or indirectly. UNIVERSITY OF CALIFORNIA, MERCED PACE shall not hold SACRAMENTO CITY UNIFIED SCHOOL DISTRICT liable for any damage that is caused, whether directly or indirectly. This agreement will take effect August 2025 and shall be valid until the termination date of July 2026 unless sooner terminated, revoked or modified by mutual written agreement between the parties, and may be extended by mutual written agreement. Either party may terminate this Memorandum of Understanding at any time by the provision of four weeks written notice to the other party.

---- signatures to follow ----

4) SIGNATURES

Signed for, and on behalf of

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS MERCED CAMPUS

Anna Coffman Digitally signed by Anna Coffman
Date: 2025.05.30 09:34:05 -07'00'

5/30/2025

Representative of UC Merced Procurement

Date



6/3/25

— Annette Roberts Webb, Dean of UC Merced PACE

Date

Signed for, and on behalf of

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Janea Marking, Chief Business & Operations Officer

06/02/2025

Print Name

Date

Signed by:



02972921888C416

Signature

USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This USC School/School District Placement Agreement (“Agreement”) is made this 13th day of May 2025 (the “Effective Date”), by and between Sacramento City Unified School District, with an address at 5735 47th Ave. Sacramento, CA 95824 (the “School/District”), and the University of Southern California, a California nonprofit educational institution, on behalf of its USC Rossier School of Education, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 (“USC”). USC and School/District may be referred to collectively as the “parties” and individually as a “party.”

WHEREAS, USC offers graduate degree programs to its students (“Candidates”) in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC offers graduate degree programs with an online learning component and field placement experiences (“Programs”), including, among others, Programs in the fields of teaching and school counseling.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; or (c) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the “Addenda”) is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School’s/District’s regulations or for other reasonable cause in accordance with the School’s/District’s standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations.* (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a)(i) above (the “Additional Requirements”). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term, as defined in Section 11). USC shall communicate all such Additional Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the Candidate, the School/District shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(d) To the extent that either party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the Term (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

9. Insurance. Unless otherwise agreed, each of School/District and USC shall carry the following insurance coverages at own expense, at all times during the Term and a period thereafter (i.e., following the expiration or termination of this Agreement) sufficient to cover the applicable statutes of limitation. Upon reasonable request, each of School/District and USC shall furnish the other party with certificates of insurance evidencing compliance with all requirements hereunder. All required coverages (with the exception of Workers' Compensation and Professional Liability) are to include the other party as additional insured. All required coverages shall have an A.M Best rating of not less than A- VII, and be primary and non-contributory to any insurance maintained and shall waive any right of subrogation against by each party's employees, directors, officers, agents, subsidiaries and shall specifically cover each party's obligations to defend, indemnify and hold their employees, directors, officers, agents, subsidiaries harmless as provided herein. Despite the use of the term "insurance," such coverages may be provided by commercial insurance, self-insurance, captive, a risk retention group or some combination thereof. Notwithstanding coverages in the amounts specified, the type and limits of coverages stipulated will not, in itself, limit the liability of either School/District or USC:

(a) **Workers' Compensation and Employers Liability:** Workers' Compensation insurance with statutory limits if required to do so by California State law. Employers Liability in the amount of one million dollars (\$1,000,000). Candidates **Not Employees:** Both parties hereto agree that the Candidates are fulfilling requirements for field experiences as part of a degree requirement and therefore, both parties agree that Candidates are not to be considered employees or agents of School/District or USC and are not covered by School/District or USC's Workers Compensation insurance.

(b) **Comprehensive General Liability:** Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate. Such coverage shall not exclude Sexual Molestation Coverage.

(c) **Umbrella or Excess Liability:** Umbrella or Excess Liability Policy in excess of the General Comprehensive Liability Policy with limits of no less than five million dollars (\$5,000,000) per occurrence.

(d) **Automobile Liability Insurance:** Automobile Liability coverage of one million dollars (\$1,000,000) each occurrence, for all owned, non-owned and hired vehicles.

10. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

11. Term, Termination and Renewal. The term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30th of the calendar year following the third anniversary of the Term Commencement Date (the "Term"). For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

12. Notices. Any notice to be given hereunder by either party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, either party may update its notice recipients at any time during the Term):

- (a) *If to the School/District:* Sacramento City Unified School District, 5735 47th Ave. Sacramento, CA 95824. Attn: Anayeli Garcia Silva, Office Technician III.
- (b) *If to USC:* University of Southern California, USC Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-702H, Los Angeles, CA 90089; attention: Debra Solórzano-Madrid, Director of Clinical Practice.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, RESULTING FROM A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

14. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

15. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

16. Arbitration. All disputes arising under or in connection with this Agreement shall be submitted to JAMS or successor organization for binding arbitration by a single arbitrator. The arbitrator shall be selected by JAMS in an impartial manner determined by it. The arbitration hearing will be commenced within one hundred eighty (180) days of the filing of an arbitration demand with JAMS by any party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees, to the party determined to have substantially prevailed.

17. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

18. Use Of Name and Trademarks. Except as required by law or permitted by this Agreement, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates without the prior written consent of the other party.

The parties have caused this Addendum to be executed as of the Effective Date by their duly authorized representatives.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF ITS USC ROSSIER SCHOOL OF EDUCATION
Print Name: Janea Marking Chief Business & Operations Officer	Print Name:
Signature:	Signature:
Dated:	Dated:

TEACHING CANDIDATE ADDENDUM TO THE USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This Teaching Candidate Addendum to the USC School/School District Placement Agreement (this “Addendum”) is incorporated into and made a part of that certain USC School/School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) “Observation Students” (*e.g.*, recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) “Research Students” (*e.g.*, case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) “Student Teachers” (*i.e.*, “Guided Practice”, with “Guiding Teachers”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments. The district will ensure that the clinical practice settings allow candidates to engage in literacy instruction that meets the requirements of TPE 7, including the ELA and Literacy Standards, the ELA/ELD Framework, and foundational skills. Clinical Practice settings should support a strong literature, language, and comprehension component with a balance of oral and written language. Candidates should have opportunities to observe and practice diagnostic and early intervention techniques, which include, ongoing diagnostic techniques that inform teaching and assessment, early intervention techniques, and the concepts and strategies included in the California Dyslexia Guidelines. The district will collaborate with USC to ensure that Guiding Teachers are knowledgeable of these requirements and can support candidates in implementing effective literacy instruction.

3. Guiding Teachers.
 - (a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (as defined in the next sentence). Through the School’s/District’s recommendations, USC’s observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences (“Guiding Teacher”).
 - (b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.
 - (c) Guiding Teachers must understand and support the expectations for candidates to take and pass a California Commission on Teacher Credentialing-approved literacy performance assessment. This includes ensuring that candidates have opportunities to develop and demonstrate competency in foundational literacy skills and cross-cutting themes related to literacy instruction, as required by SB 488.
 - (d) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher's completion of his/her/their guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$500.00 directly to each Guiding Teacher for his/her/their participation in a Student Teacher's guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

7. Performance Data. Should the School/District hire any teacher Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

The parties have caused this Addendum to be executed as of the Effective Date by their duly authorized representatives.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF ITS ROSSIER SCHOOL OF EDUCATION
Print Name: Janea Marking Chief Business & Operations Officer	Print Name:
Signature:	Signature:
Dated:	Dated:

SCHOOL COUNSELING CANDIDATE ADDENDUM TO THE USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This School Counseling Candidate Addendum to the USC School/School District Placement Agreement (this “Addendum”) is incorporated into and made a part of that certain USC School/School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

(a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as “School-site Supervisors” (defined below). Through the School’s/District’s recommendations, USC’s observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences (“School-site Supervisors”).

(b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.

(c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California, the California Basic Educational Skills Test*), as applicable in the Candidate’s state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.

5. Use of Audio. USC utilizes audio recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make audio recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed audio release/authorization forms (which USC shall provide to Candidate) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e., under the age of legal competence*). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

6. Performance Data. Should the School/District hire any school counselor Candidate(s), the School/District shall support USC’s program evaluation initiatives by sharing student-level performance data for students he or she counsels

to measure school counselor efficiency relative to other Master of Education in School Counseling graduates and to other new school counselors prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 6 shall survive the expiration or termination of the Agreement for any reason.

The parties have caused this Addendum to be executed as of the Effective Date by their duly authorized representatives.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF ITS ROSSIER SCHOOL OF EDUCATION
Print Name: Janea Marking Chief Business & Operations Officer	Print Name:
Signature:	Signature:
Dated:	Dated:

TO THE ROSSIER PLACEMENT AGREEMENT

This Speech-Language Pathology Candidate Addendum to the School/School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential practicum placement within the School/District, including assignment to a speech-language pathologist of record, in the following categories: (i) Year 1 Fall Semester initial practicum placement 1 – 1.5 days per week (est. 30 clinical hours for student clinician) ; (ii) Year 1 Spring Semester practicum placement 2 days per week (est. 40 clinical hours for student clinician); (iii) Year 1 or 2 Summer 6 week rotation placement or district designed clinical experience in a summer district program (est. 60 clinical hours for student clinician) and (iv) Year 2 Student Clinician Externship placement 4-5 days per week (est. 105 clinical hours for student clinician)” (*i.e.*, “Supervised Practicum”, with “Clinical Supervisors”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept for the types of placements needed, the length of assignments, and the distribution of assignments.

3. Clinical Supervisors.

(a) The School/District shall make recommendations to USC regarding speech-language pathologists whom it believes are appropriate to serve as Clinical Supervisors (defined below). Through the School’s/District’s recommendations, USC’s observations and Student Clinician reference, USC shall identify speech-language pathologists working within the School/District to supervise and prepare Student Clinicians during their student practicum experiences (“Clinical Supervisor”).

(b) Both the School/District and USC shall approve the participation of any speech-language pathologist as a Clinical Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of Clinical Supervisors necessary to oversee the agreed-upon number of Student Clinicians placed within the School/District at any time.

(c) Should any Clinical Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Clinical Supervisor to the Student Clinician (excluding a substitute speech-language pathologist that replaces the original Clinical Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Clinician Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CBEST, etc.) prior to the commencement of his or her assignment as a Student Clinician.

5. Honorarium.

(a) Upon each Student Clinician’s completion of his or her supervised practicum assignment, USC shall pay, or direct a designated third party to pay, an honorarium according to the following schedule directly to each Clinical Supervisor for his or her participation in a Student Clinician’s practicum assignment. The School/District agrees that USC may require Clinical Supervisors to submit reasonable documentation to USC prior to USC making payments hereunder. The honorarium schedule is as follows:

- (i) Honorarium = \$150.00 for a Year 1 Fall Semester initial practicum placement 1 – 1.5 days per week (est. 30 clinical hours for student clinician);
- (ii) Honorarium = \$200.00 for a Year 1 Spring Semester practicum placement 2 days per week (est. 40 clinical hours for student clinician);
- (iii) Honorarium = \$300.00 for a Year 1 or 2 Summer 6-week rotation placement or district designed clinical experience in a summer district program (est. 60 clinical hours for student clinician)
- (iv) Honorarium = \$500.00 for a Year 2 Student Clinician Externship placement 4-5 days per week (est. 105 clinical hours for student clinician)

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Clinical Supervisor payments to Clinical Supervisors. In such event, the School/District may require USC to make Clinical Supervisor payments to the School/District for distribution by the School/District to Clinical Supervisor, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Clinical Supervisor payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.

(c) Should any Clinical Supervisor fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Clinical Supervisor), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any speech and language candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require speech and language candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to speech and language candidate) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

7. Performance Data. Should the School/District hire any teacher Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Science in Speech-Language Pathology graduates and to other new speech-language pathologists prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE KECK SCHOOL OF MEDICINE
Print Name: <u>Janea Marking</u> <u>Chief Business & Operations Officer</u>	Print Name:

Signature:	Signature:
Dated:	Dated:

SERVICES CERTIFICATION: TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the University of Southern California (“UNIVERSITY/COLLEGE”) currently entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of UNIVERSITY/COLLEGE.

UNIVERSITY/COLLEGE’s responsibility for tuberculosis clearance extends to all of its employees and program participants coming into contact with District students regardless of whether they are designated as employees or acting as independent participants of the UNIVERSITY/COLLEGE.

UNIVERSITY/COLLEGE certifies compliance with the tuberculosis requirements of Education Code Section 49406.1 with respect to all UNIVERSITY/COLLEGE's employees or participants who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of UNIVERSITY/COLLEGE's employees or program participants who may come in contact with District students during the course and scope of the Agreement is listed below.

Student Name	Negative TB Test on File

Name of Company: University of Southern California

By (Signature):

Name of Authorized Officer or Agent: Debra Solórzano-Madrid

Title: Director of Clinical Practice

Date:

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

01

CHANGE ORDER

**Project: Luther Burbank Softball & Baseball Fields
 Improvement Project
 Bid No.: 0530-434**

**Date: 02/27/2025
 DSA File No.: 34-H7
 DSA Appl. No.: 02-121593**

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

Owner:

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

Contractor:

Rodan Builders
 1450 Drew Avenue, Suite 150
 Davis, CA 95618

Architect:

Lionakis
 2025 19th Street
 Sacramento, CA, 95818

Construction Manager:

Premier Management Group, Inc.
 133 Riverside Avenue
 Roseville, CA 95678

Reference	Description	Cost	Days Ext.
Requested by:	Reconciliation of Project Contingency	(\$140,701.54)	0
Performed by:	Rodan Builders		
Reason:	Unused Project Contingency		
Contract time will be adjusted as follows:		Original Contract Amount:	\$ 8,543,000.00
Previous Completion Date: <u>No Change</u>		Amount of Previously Approved Change Order(s):	\$ 0.00
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	(\$140,701.54)
Current Completion Date: <u>No Change</u>		New Contract Amount:	\$8,402,298.46

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

**SACRAMENTO CITY UNIFIED
 SCHOOL DISTRICT**

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

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: SCUSD

Contractor:

Janea Marking, CBO Date

Valentina Echeverry 3/4/25

Rodan Builders Date

Architect:

Construction Manager:

Lionakis 3/26/2025
Date

Rami S. Wakkab 03/25/2025

PMG Date

END OF DOCUMENT

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
CHANGE ORDER

Project: McClatchy High School CCTV
Bid No.: 0510-433

Date: 5/30/2025
DSA File No.: _____
DSA Appl. No.: _____

Reference	Description	Cost	Days Ext.
PCO # 1 Requested by: Performed by: Reason:	[Deduction] Remove owner 3D Technology Services contingency from deduction schedule	\$ -19,520	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Original Contract Amount:		\$ 214,726.00	
Amount of Previously Approved Change Order(s):		\$ 0.00	
Amount of this Change Order:		\$ -19,520.00	
Contract Amount:		\$ 195,206.00	

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:

Janea Marking
Chief Business & Operations Officer

Date

Contractor:

Cindy Pecora

3D Data Com

Date

5/30/2025

Date

Architect:

[Name]

Date

Project Inspector:

[Name]

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. 2 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 HMC Architects ("Architect") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on May 16, 2024.

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 June 26, 2025;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from May 2024 to March 2027;
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 June 26, 2025, on a flat fee basis up to a maximum of \$2,601,251.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional architectural design services, underground utility upgrades and increase in the construction administration from four (4) to 17 months for the Modernization project at Ethel Phillips Elementary School.

Description of funding changes to contract:

Original contract amount	\$1,428,000.00
Previous change orders through change order #-	\$80,376.00
Contract amount prior to this change order	\$1,508,376.00
Amount of this change order.....	\$1,092,875.00

NEW CONTRACT AMOUNT.....\$2,601,251.00

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. 2 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 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: June 26, 2025

**Sacramento City Unified School
District**

HMC Architects

Janea Marking
Chief Business & Operations Officer



Vipul Safi
Principal-in-Charge

6/4/25



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Janea Marking, Chief Business and Operations Officer

Chris Ralston, Assistant Superintendent of Facilities

AMENDMENT NO. 3 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 HMC Architects ("Architect") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on May 2, 2024.

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 June 26, 2025;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from May 2024 to March 2027;
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 June 26, 2025, on a flat fee basis up to a maximum of \$2,411,840.50, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional architectural design services, underground utility upgrades and increase in the construction administration from four (4) to 12 months for the Modernization project at Bowling Green School.

Description of funding changes to contract:

Original contract amount	\$840,000.00
Previous change orders through change order #-	\$667,500.00
Contract amount prior to this change order	\$1,507,500.00
Amount of this change order.....	\$904,340.50

NEW CONTRACT AMOUNT.....\$2,411,840.50

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. 3 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 3 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 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: June 26, 2025

**Sacramento City Unified School
District**

HMC Architects



6/4/25

Janea Marking
Chief Business and Operations Officer

Vipul Safi
Principal-in-Charge

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

1

CHANGE ORDER

Project: John F. Kennedy High School Baseball, Softball, and Tennis Court Improvements
Bid No.: 0525-470

Date: 05/21/2025
DSA File No.: 34-H7
DSA Appl. No.: 02-121752

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

Owner: Sacramento Unified School District
5735 47th Avenue
Sacramento, CA 95824

Contractor: Robert A. Bothman Inc. dba Robert A. Bothman Construction
2690 Scott Boulevard
Santa Clara, CA 95050

Architect: Verde Design, Inc.
1843 Iron Pint Road #140
Folsom, CA 95630

Project Inspector: A.P. Construction Services
3999 Aitken Daily Road
Rocklin, CA 95677

Reference	Description	Cost	Days Ext.
RFC 29 Requested by: Performed by: Reason:	-General condition extension at \$1,800/day for 90 days. -Owner -Robert A. Bothman Construction -One-time lump sum NTE as agreed upon at meeting between Bothman and SCUSD on 04/02/2025.	\$ 162,000	90
RFC 50R1 Requested by: Performed by: Reason:	-Overtime acceleration costs for unseen conditions. -Owner Robert A. Bothman Construction, Elite Landscape Construction, Collins Electrical Company, Inc. -One-time lump sum NTE as agreed upon at meeting between Bothman and SCUSD on 04/02/2025.	\$ 44,968	0
Contract time will be adjusted as follows:		Original Contract Amount:	\$ 8,559,400
Previous Completion Date: <u>03/31/2025</u>		Amount of Previously Approved Change Order(s):	\$0
<u>[90]</u> Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	\$206,968
Current Completion Date: <u>[06/30/2025]</u>		Contract Amount:	\$8,766,368

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

SACRAMENTO CITY USD
John F. Kennedy HS
Baseball/Softball/Tennis Court
Improvements

CHANGE ORDER FORM
DOCUMENT 00 63 63

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:

SCUSD:

Robert A. Bothman Construction:

Date

Date

Verde Design., Inc.:

A.P. Construction Services:

Date

Date

END OF DOCUMENT

REQUEST FOR CHANGE

Date: April 3, 2025

RFC # 29

Project: 24-304 JFK Baseball & Softball Fields, Tennis Cou

ICO#

Scope of Change:

\$1,800.00 per day / Per meeting 04.02.25

\$1,800.00 x 90 days = \$162,000.00

Notice of Intent to Proceed:

Meeting 04.02.25

Reference:

District Office meeting

Adjustment of the Contract Time:

90

Adjustment of the Contract Sum:

Subcontractor(s):

Total	0.00
Contractor Mark-up (0%)	0.00

General Contractor:

Material	149,176.98
Labor	12,823.02
Equipment	
Subtotal	162,000.00
Contractor Mark-Up 0%	0.00
Total	162,000.00
Subcontractor Total	0.00
Grand Total	162,000.00

Prepared and Submitted By:


 Sonny Tan, Project Manager

Print Name & Title

Reviewed and Approved By:

Print Name & Title

Date:

This change represents full and complete compensation for all presently known direct costs required to perform the work set forth herein, plus overhead and profit specific to the work, as provided in the contract documents. Robert A. Bothman hereby reserves its right to submit a request for equitable adjustments for all cumulative impacts, including time extensions and costs resulting from this change or others on unchanged contract work. We will proceed with the work of this proposal when authorized in accordance with the contract documents.

Project Name: 24-304 JFK Baseball & Softball Fields, Tennis Courts

Date: 4/3/2025

Description: \$1,800.00 per day / Per meeting 04.02.25
\$1,800.00 x 90 days = \$162,000.00

RFC: 29

Referece: ICS

LABOR	Hours	S.T. Rate	Subtotal	Hours	O.T. Rate	Subtotal	Hours	D.T. Rate	Subtotal	Extended Amounts
Site Superintendent	40.0	\$ 139.80	\$5,592.18	0.0	\$178.41	\$0.00	0.0	\$217.02	\$0.00	\$ 5,592.18
Project Engineer	16.0	\$ 95.64	\$1,530.27		\$126.94	\$0.00	0.0	\$163.94	\$0.00	\$ 1,530.27
Project Manager	8.0	\$ 145.64	\$1,165.16		\$198.01	\$0.00		\$256.07	\$0.00	\$ 1,165.16
A - LABOR TOTAL	\$8,287.61				\$0.00			\$0.00		\$ 8,287.61

EQUIPMENT	Units/ Hours	Rate	Extended Amounts
Clean Site Fence \$1,040/4 weeks	1.0	\$ 260.00	\$ 260.00
Clean Site Toilet =\$809.56/4 weeks	1.0	\$ 202.39	\$ 202.39
Incompl Swppp Inspections = \$1000/4 weeks	1.0	\$ 250.00	\$ 250.00
(See Attached Invoices)			\$ -
B - EQUIPMENT TOTAL			\$ 712.39

MATERIALS*	No. Units	Unit Cost	Extended Amounts
			\$ -
			\$ -
C - MATERIAL TOTAL*			\$ -
*CA Sales Tax = 8.75%			

SUBCONTRACTOR	Contract Amount	Extended Amounts
D - SUB-CONTRACT TOTAL		\$ -

ADDED PERCENTAGE (SEE SPECIFICATIONS)	BOX	Mark-Up %	Totals With Mark-Up
Total Cost of Labor	A	0%	\$ 8,287.61
Total Cost of Equipment	B	0%	\$ 712.39
Total Cost of Material	C	10%	\$ -
Total Cost of Subcontractors	D	5.0%	\$ -
Bond Premium	E	0.00%	\$ -
TOTAL OF THIS REPORT			\$ 9,000.00

REQUEST FOR CHANGE

Date: May 20, 2025

RFC # 50R1

Project: 24-304 JFK Baseball & Softball Fields, Tennis Courts

ICO#

Scope of Change:

Overtime costs to accelerate schedule due to unforeseen conditions, design changes and PCOs that pushed schedule into winter. In order to accelerate sod installation and the overall critical path of the construction schedule, overtime was needed to complete certain activities in between weather events and rain impacts to achieve the agreed upon milestones.

Notice of Intent to Proceed:

ICS RAB Meeting

Reference:

NA

Adjustment of the Contract Time:

Adjustment of the Contract Sum:

Subcontractor(s):

Elite Landscaping	\$ 22,587.40
Collins Electric	\$ 1,677.17
Total	\$ 24,264.57
Contractor Mark-up (5%)	\$ 1,213.23

General Contractor:

Material	\$ -
Labor	\$ 17,717.94
Equipment	\$ -
Subtotal	\$ 17,717.94
Contractor Mark-Up 10%	\$ 1,771.79
Total	\$ 19,489.73
Subcontractor Total	\$ 25,477.80
Grand Total	\$ 44,967.53

Prepared and Submitted By:


Sonny Tan, Project Manager 5/20/2025
Print Name & Title

Reviewed and Approved By:

Print Name & Title

Date: _____

This change represents full and complete compensation for all presently known direct costs required to perform the work set forth herein, plus overhead and profit specific to the work, as provided in the contract documents. Robert A. Bothman hereby reserves its right to submit a request for equitable adjustments for all cumulative impacts, including time extensions and costs resulting from this change or others on unchanged contract work. We will proceed with the work of this proposal when authorized in accordance with the contract documents.

Project Name: 24-304 JFK Baseball & Softball Fields, Tennis Courts

Date: 5/20/2025

Overtime costs to accelerate schedule due to unforeseen conditions, design changes and PCOs that pushed schedule into winter. In order to accelerate sod installation and the overall critical path of the construction schedule, overtime was needed to complete certain activities in between weather events and rain impacts to achieve the agreed upon milestones.

RFC: 50R1

Reference:

Description:

LABOR	Hours	S.T. Rate	Subtotal	Hours	O.T. Rate	Subtotal	Hours	D.T. Rate	Subtotal	Extended Amounts
Carpenter Foreman		\$ 136.75	\$ -		\$ 177.40	\$ -		\$ 218.04	\$ -	\$ -
Carpenter		\$ 124.32	\$ -		\$ 161.27	\$ -		\$ 198.22	\$ -	\$ -
Cement Mason Foreman		\$ 115.78	\$ -		\$ 146.98	\$ -		\$ 178.18	\$ -	\$ -
Cement Mason		\$ 100.68	\$ -		\$ 127.81	\$ -		\$ 154.94	\$ -	\$ -
Laborer Foreman		\$ 103.31	\$ -		\$ 127.73	\$ -		\$ 152.14	\$ -	\$ -
Laborer		\$ 93.92	\$ -	128.0	\$ 116.12	\$ 14,863.36		\$ 138.31	\$ -	\$ 14,863.36
Operator Foreman		\$ 121.43	\$ -		\$ 157.63	\$ -		\$ 193.84	\$ -	\$ -
Operator		\$ 126.05	\$ -		\$ 164.23	\$ -		\$ 202.42	\$ -	\$ -
Site Superintendent		\$ 139.80	\$ -	16.0	\$ 178.41	\$ 2,854.58		\$ 217.02	\$ -	\$ 2,854.58
General Superintendent		\$ 143.91	\$ -		\$ 191.44	\$ -		\$ 238.96	\$ -	\$ -
Project Engineer		\$ 95.64	\$ -		\$ 126.94	\$ -		\$ 163.94	\$ -	\$ -
Project Manager		\$ 145.64	\$ -		\$ 198.01	\$ -		\$ 256.07	\$ -	\$ -
A - LABOR TOTAL	\$	-	\$	17,717.94	\$	-	\$	-	\$	17,717.94

EQUIPMENT	Units/ Hours	Rate	Extended Amounts
B - EQUIPMENT TOTAL			\$ -

MATERIALS*	No. Units	Unit Cost	Extended Amounts
C - MATERIAL TOTAL*			\$ -
*CA Sales Tax = INC			

SUBCONTRACTOR	Contract Amount	Extended Amounts
Elite Landscaping	\$22,587.40	\$ 22,587.40
Collins Electric	\$1,677.17	\$ 1,677.17
		\$ -
		\$ -
		\$ -
D - SUB-CONTRACT TOTAL		\$ 24,264.57

ADDED PERCENTAGE (SEE SPECIFICATIONS)	BOX	Mark-Up %	Totals With Mark-Up
Total Cost of Labor	A	10%	\$ 19,489.73
Total Cost of Equipment	B	10%	\$ -
Total Cost of Material	C	10%	\$ -
Total Cost of Subcontractors	D	5.0%	\$ 25,477.80
Bond Premium	E	0.00%	\$ -
TOTAL OF THIS REPORT			\$ 44,967.53

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: 17th Field Improvements

PCO No:

Contractor: RAB

Date work performed: 3/29/25

Superintendent: Mark Haworth

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Supervise Sod Install

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
Antonio Flores	Labor Foreman	9		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature [Signature]

Date 4/3/25

Check Box if
Final T & M

☐

Acknowledgment [Signature]

(Contractor)

Date 4-3-25

(Inspector, CM, T & M Monitor)

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: IFK

PCO No:

Contractor: RAB

Date work performed: 3/22/25

Superintendent: M. Hawthorth

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Super User Soil prep (critical path)

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Mark Hawthorth</u>	<u>Oper Foreman</u>	<u>8</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]
(Contractor)

Date

3/22/25

Check Box if
Final T & M

☐

Acknowledgment

[Signature]
(Inspector, CM, T & M Monitor)

Date

3-25-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: ITK

PCO No: _____

Contractor: RAB

Date work performed: 3/24/25

Superintendent: Mark Howard

DSA App #: _____

Description of Work in Progress: (Include Bldg./Area)

Supervise Soil Trip (critical path)

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Mark Howard</u>	<u>Spec Foreman</u>	<u>2 1/2</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

Mark Howard
(Contractor)

Date

3/24/25

Check Box if
Final T & M

☐

Acknowledgment

Rick Howard
(Inspector, CM, T & M Monitor)

Date

3-25-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: JFK Field Improvements

PCO No:

Contractor: KAD

Date work performed: 3/25/25

Superintendent: Mark Hume

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Superior Soil prep at baseball fields (indicated path)

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
Antonio Thomas	Laborer	3.5		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]
(Contractor)

Date

3/25/25

Check Box if
Final T & M

☐

Acknowledgment

[Signature]
(Inspector, CM, T & M Monitor)

Date

3-26-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: ____ of ____

Project: IFK

PCO No:

Contractor: RAE

Date work performed: 3/26/25

Superintendent:

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Supervision of Soil prep and grading (critical path)

Personnel:

Name

Craft/Classification

Hours

Pay Rate

Total

Mark Haworth

Super / Foreman

3

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]

Date

3/26/25

Check Box if
Final T & M

☐

Acknowledgment

[Signature]
(Inspector, CM, T & M Monitor)

Date

3-31-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

O.T.

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Project:

Contractor:

Superintendent:

Report No: _____ of _____

PCO No:

Date work performed:

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Supervise soil prep on baseball field
(Critical Path) Elite Landscape

Personnel:

Name

Craft/Classification

Hours

Pay Rate

Total

Antonio Flores

Labor Foreman

2

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

(Contractor)

Date

3/27/25

Check Box if
Final T & M

☐

Acknowledgment

(Inspector, CM, T & M Monitor)

Date

3-31-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

O.T.

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: 17th Field Improvements

PCO No:

Contractor: RAB

Date work performed: 3/27/25

Superintendent: Mr. Howard

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Supervision of Site prep & Grading
(Circular Path) Elite Landscape

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Antonio Flores</u>	<u>Landscaper</u>	<u>2</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]

(Contractor)

Date

3/27/25

Check Box if
Final T & M

☐

Acknowledgment

[Signature]

(Inspector, CM, T & M Monitor)

Date

3-31-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

OT

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: IFK Field Improvements

PCO No:

Contractor: RAB

Date work performed: 3/28/25

Superintendent: M. Haddock

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Supervise Grading and Soil (Circled Path)
Elite LANDSCAPE

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Antonio Flores</u>	<u>Labw Foreman</u>	<u>2</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]
(Contractor)

Date

3/26/25

Check Box if
Final T & M

☐

Acknowledgment

Rick Huey
(Inspector, CM, T & M Monitor)

Date

3-31-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

O.T.

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: FFK Field Improvements

PCO No:

Contractor: DAB

Date work performed: 3/27/25

Superintendent: M. Haworth

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Soil prep for soil at softball Elite Landscape
Finish Grade Trob. (circular path)

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Watsu Salvasa</u>	<u>Gen Foreman</u>	<u>3</u>		
<u>Jose Morales</u>	<u>Labor</u>	<u>3</u>		
<u>Van Garcia</u>	<u>Labor</u>	<u>3</u>		
<u>Alexis Garcia</u>	<u>Labor</u>	<u>3</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

(Contractor)

Date

Check Box if
Final T & M

☐

Acknowledgment

(Inspector, CM, T & M Monitor)

Date

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: High Field Improvements

PCO No:

Contractor: RAB

Date work performed: 3/27/25

Superintendent: M. Haworth

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Sool prep and Finish grade baseball
State Landscape.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Matsu Salvasa</u>	<u>Operator/Foreman</u>	<u>3</u>		
<u>Jose Morales</u>	<u>Labour</u>	<u>3</u>		
<u>Van Garcia</u>	<u>Labour</u>	<u>3</u>		
<u>Alexis Garcia</u>	<u>Labour</u>	<u>3</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature [Signature]

(Contractor)

Date 4/3/25

Check Box if
Final T & M

☐

Acknowledgment [Signature]

(Inspector, CM, T & M Monitor)

Date 4-3-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Project: FL Field Improvements

Contractor: RAB

Superintendent: M. Haworth

Report No: 2 of 2

PCO No:

Date work performed: 3/29/25

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Install sod at Softball outfield and Baseball infield.
Elite Landscape.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Lerviel Virelas</u>	<u>Laber</u>	<u>9</u>		
<u>Youse Zaulbrano</u>	<u>Laber</u>	<u>9</u>		
<u>Roberto Ramos</u>	<u>Laber</u>	<u>9</u>		
<u>ALDO Ospina</u>	<u>Operator</u>	<u>9</u>		
<u>Gilberto Machado</u>	<u>Laber</u>	<u>9</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]
(Contractor)

Date

4/3/25

Check Box if
Final T & M

☐

Acknowledgment

[Signature]
(Inspector, CM, T & M Monitor)

Date

4-3-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

For Signature Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: 1 of 2

Project: JFK Field Improvements

PCO No:

Contractor: RAB

Date work performed: 3/24/25

Superintendent: M. Haworth

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Install sod at Softball outfield and Baseball infield.
Elite Landscape.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>MATIAS SALVASA</u>	<u>Opn/Foreman</u>	<u>9</u>		
<u>JOSE MORALES</u>	<u>Labor</u>	<u>9</u>		
<u>IVAN GARCIA</u>	<u>Labor</u>	<u>9</u>		
<u>ALEXIS GARCIA</u>	<u>Labor</u>	<u>9</u>		
<u>JOSE HAMBERTO PEREZ</u>	<u>Labor</u>	<u>9</u>		
<u>JOSE GUADALUPE PEREZ</u>	<u>Labor</u>	<u>9</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature [Signature]

(Contractor)

Date 4/3/25

Check Box if
Final T & M

☐

Acknowledgment [Signature]

(Inspector, CM, T & M Monitor)

Date 4-3-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: IFK Field Improvements

PCO No:

Contractor: RUE

Date work performed: 3/22/25

Superintendent: M. Howard

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Soil prep & Grade Varsity Softball field
Elite Landscape

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Watus Salvasa</u>	<u>Foreman</u>	<u>8</u>		
<u>Jose Humberto Perez</u>		<u>8</u>		
<u>Martin Silva</u>		<u>8</u>		
<u>Jose Guadalupe Perez</u>		<u>8</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Skip loader - 8 hrs
Tractor / Tiller 8 hrs

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]
(Contractor)

Date

3/22/25

Check Box if
Final T & M

☐

Acknowledgment

[Signature]
(Inspector, CM, T & M Monitor)

Date

3.25.25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: IFK

PCO No:

Contractor: RAB

Date work performed: 3/24/25

Superintendent: W. Haverth

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Sal prep grading of Varsity Baseball field.
Elite Landscape

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Matias Salazar</u>	<u>Over/Foreman</u>	<u>3</u>		
<u>Jose Morales</u>	<u>Laborer</u>	<u>3</u>		
<u>Alexis Garcia</u>	<u>Laborer</u>	<u>3</u>		
<u>Ivan Garcia</u>	<u>Laborer</u>	<u>3</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature [Signature]

(Contractor)

Date 3/24/25

Check Box if
Final T & M

☐

Acknowledgment [Signature]

(Inspector, CM, T & M Monitor)

Date 3-31-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

O.T.

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project: 7th Field Improvements

PCO No:

Contractor: RAB

Date work performed: 3/25/25

Superintendent:

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Soil prep and grade Baseball field

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Matus Salvasa</u>	<u>Oper Foreman</u>	<u>3</u>		
<u>Alexis Garcia</u>	<u>Labor</u>	<u>3</u>		
<u>Ivan Garcia</u>	<u>Labor</u>	<u>3</u>		
<u>Jose Morales</u>	<u>Labor</u>	<u>3</u>		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

[Signature]

Date

3/25/25

Check Box if
Final T & M

☐

Acknowledgment

[Signature]

Date

3-31-25

(Inspector, CM, T & M Monitor)

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation only

O.T.

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Project:

Contractor:

Superintendent:

Report No: _____ of _____

PCO No:

Date work performed: 3/26/25

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Soil prep and grade Baseball field

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
Matus Salvesa	Oper/Foreman	3		
Jose Morales	Labor	3		
Ivan Garcia	Labor	3		
Alexis Garcia	Labor	3		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

(Contractor)

Date

3/26/25

Check Box if
Final T & M

☐

Acknowledgment

(Inspector, CM, T & M Monitor)

Date

3-31-25

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

O.T.

White Copy - Construction Manager

Yellow Copy - Contractor

Pink Copy - Inspector of Record

DAILY EXTRA WORK REPORT

Bid Package: #

Report No: _____ of _____

Project:

FFK Field Improvements

PCO No:

Contractor:

RAB

Date work performed:

3/29/25

Superintendent:

M. Haverth

DSA App #:

Description of Work in Progress: (Include Bldg./Area)

Shovel cut infield edge for Sod. (Circular Path)
Supervision of Sod Install
Elite Landscape

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
Antonio Flores	Lab./Foreman	9		
Jesus Aldrade	Labor	8		
Rafael Barocio	Labor	8		

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Signature

M. Haverth

Date

3/31/25

Check Box if
Final T & M

☐

Acknowledgment

Rich Haverth

Date

3-31-25

(Contractor)

(Inspector, CM, T & M Monitor)

Note: IOR, CM or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Confirmation Only

O.T.

White Copy - Construction Manager

Yellow Copy -- Contractor

Pink Copy - Inspector of Record



2972 Larkin Suite No. 102
Clovis, CA 93612
CA#967955
Office Phone (559) 292-2900

DATE: 4/18/2025
PRIME CONTRACTOR: Bothman
PROJECT NAME: JFK
PCO NUMBER: PCO 04
COST CODE:
CONTACT: Cole Hagar
Fax (559) 292-7756

JFK

DESCRIPTION OF CHANGE: Overtime Costs - Tracked on T & M Tags

DESCRIPTION OF EXCLUSIONS: All contract exclusions and anything not specifically called out in this PCO. Any unforeseen work will be RFI 'd and extra work will be done when approved.

EXTRA WORK LINE ITEM DISCRPTION	MATERIAL			LABOR & SUPERVISION			DAYS	DAILY COST	EST. DAILY FUEL	EQUIPMENT CHARGE		EXTENSION
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION				MOB IN/MOB OUT		
Operator			\$0.00	17	\$ 126.00	\$2,142.00			\$0.00	Hours (1-15)	Dollars @ \$125/hr.	\$0.00
Foreman			\$0.00	32	\$ 108.00	\$3,456.00			\$0.00			\$0.00
Laborer			\$0.00	151	\$ 96.00	\$14,496.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00			\$0.00
SUBTOTALS:			\$0.00			\$20,094.00						\$0.00
Misc. Cost	QUANTITY	UNIT COST	EXTENSION									
Hotels (2 ROOMS)	1	\$ 300.000	\$300.00									
Subsistence (DAY)	1	\$ 140.00	\$140.00									
		\$ -	\$0.00									
		\$ -	\$0.00									
		\$ -	\$0.00									
		\$ -	\$0.00									
		\$ -	\$0.00									
SUBTOTALS:			\$440.00									

MATERIAL	\$0.00
SALES TAX	8.225% \$0.00
LABOR	\$20,094.00
EQUIPMENT & TRUCKING	\$0.00
SUB TOTAL ITEMIZED COST	\$20,094.00
MISC. COST LUMP SUM:	\$440.00

CHANGE ORDER SUB TOTAL	\$20,534.00	Sub-Total
OH/P	\$3,000.10 15.00% 10.00%	\$2,053.40
GRAND TOTAL	\$23,534.10	Grand Total \$22,587.40
	0	Additional Working Days to Contract

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. Elite Landscape Construction, Inc. is authorized to perform the work as specified. Payment will be made as outlined above.

Note: This proposal may be withdrawn by Elite Landscape Construction, Inc. if not accepted within 5 days of submittal due to fluctuations in material prices.

THIS COST PROPOSAL SUPERCEDES ANY AND ALL OTHER COST PROPOSALS FOR THIS PROJECT, IF APPLICABLE.

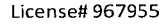
The work proposed by Elite Landscape Construction, Inc. (ELC) and its subcontractors is guaranteed for one year on all labor and material supplied by ELC and its parts distributors. All work is in full accordance with the latest version of project specifications. The work performed by ELC is guaranteed to be free of defects in craftsmanship for a period of one year from the date of installation. ELC carries complete commercial and industrial general liability insurance and it will be furnished for validity if requested. ELC is a licensed and bonded contractor as required by the state of California.

Elite Landscape Construction, Inc. makes all attempts to be prudent and efficient in the installation of all work. If any events occur that may cause completion delays, ELC will notify the customer and a workable time line will be devised. If other contractors are involved, and they cause any unforeseen delays, ELC will collect payment for all work completed up to that point, and will continue work completion upon collecting payment. If delay caused by other contractors is significant enough where material cost has increased, new added costs will be the responsibility of the customer. It is the intention of ELC to avoid any and all such delays and increased costs and will make every effort to avoid causing delays to the project or other contractors.

Elite Landscape Construction, Inc. attempts to make each cost proposal as accurate as can be predicted, however conditions manifest in the progress of projects that are outside the scope of the proposal. When these conditions arise, ELC will identify the problem to project owner representatives. The scope of new work will be explained and work will proceed when all parties have reached a written agreement for project continuation. This process often includes additional work which must be authorized and included in a signed "change order" form.

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or alteration or deviation from above specifications involving additional costs will be executed only upon additional written orders and will become an additional charge on this project. All agreements are contingent upon strikes, accidents, or delays beyond our control. Work is described as accurately as possible in the "scope of work" section. If certain items outside of this scope present themselves, additional work orders may be necessary. This work will be authorized with a new signed contract, a signed change-order, or a new signed time and material work sheet.

PREPARED & SUBMITTED BY: Elite Landscape Construction, Inc. DATE:
ACCEPTED BY: Client Representative DATE:



APPROVALS	
Customer	Date 3/29/12
EMTS Rep	Date



License# 967955

Date 03-29-25Change Order Number OvertimeJob Number 24 095Job Name JFK HS

TIME AND MATERIALS		
Description	Qty	Amount
MATIAS SALVAGA	9 hrs	\$
Jose morales	9 hrs	\$
IVAN GARCIA	9 hrs	\$
Alexis Garcia	9 hrs	\$
Jose Humberto Perez	9 hrs	\$
Jose Guadalupe Perez	9 hrs	\$
Uriel Birelas	9 hrs	\$
Jaime Zambrano	9 hrs	\$
Roberto Ramos	9 hrs	\$
ALDO GARCIA	9 hrs	\$
Filippo MACHADO MACHADO	9 hrs	\$
		\$
		\$
		\$
Total Cost		\$

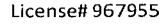
Description of work performed	<u>INSTALL - sod VARSITY SOFT BALL - Field</u>
	<u>and - base ball - Field - INSIDE</u>

SUMMARY	
Labor	\$
Material	\$
Misc	\$
Total Amount	\$

APPROVALS	
Customer 	Date <u>4/4/25</u>
EMTS Rep 	Date <u>03-29-25</u>





APPROVALS	
Customer 	Date 4/1/28
EMTS Rep  03-28	Date 5



Change Order Number OverTime

Job Name LFK H-S

Description of work performed	Soil prep - Grade - baseball field

APPROVALS	
Customer 	Date 3/28/28
EMTS Rep 	Date 03-23-23

CHANGE ORDER RECAP

Collins Electrical Company, Inc. - Sacramento

JFK HIGH SCHOOL FIELDS & TENNIS COURTS

PCO #:

0004

Collins Electrical Job #: P524021

Submission Date:

05/15/25

Change Description: Overtime Hours Used

Work to be Performed Starting:

05/15/25

Source Documents: NA

LABOR**Direct Labor:****Straight Time Rates**

JW Electrician OT Wage:	5.0	MH @	\$	133.40 / hr =	\$	667.00
Foreman OT Wage:	6.0	MH @	\$	142.95 / hr =	\$	857.70
GF ST Wage:	0.0	MH @	\$	- / hr =	\$	-
Mat'l Handler ST Wage:	0.0	MH @	\$	75.00 / hr =	\$	-
Record Drwgs ST Wage:	0.0	MH @	\$	101.73 / hr =	\$	-
Sub Coordination GF ST Wage:	0.0	MH @	\$	101.73 / hr =	\$	-
Start-up ST Wage:	0.0	MH @	\$	101.73 / hr =	\$	-
Commissioning ST Wage:	0.0	MH @	\$	101.73 / hr =	\$	-
Supervision ST Wage:	0.0	MH @	\$	150.00 / hr =	\$	-

Total Labor Hours:

11.0 MH

Total Labor:

\$ 1,524.70

MATERIALS

Database Material:					\$	-
Consumables:	@	0.00%	of labor		\$	-
Printing Costs:					\$	-
Supplier Quotes/Invoices:					\$	-
Subtotal:					\$	-
Sales Tax:	@	8.75%			\$	-
Estimated Freight:					\$	-
Special Expediting:					\$	-
Total Materials:					\$	-

DIRECT JOB EXPENSE

Outside Rental Equipment:					\$	-
Tools Over \$300:					\$	-
Delivery Truck Equipment Expense per Caltrans Rate:		\$	25.04	per hour	\$	-
Truck Per Caltrans Rate:		\$	-	per hour	\$	-
Maintenance Allowance:	@	0.00%	of truck totals		\$	-
Mobilization:					\$	-
De-Mobilization:					\$	-
Jobsite Trailer, Office Supplies:	@	0.00%	of labor		\$	-
Safety Meetings:	@	0.00%	of labor		\$	-
Small Tools:	@	0.00%	of labor		\$	-
Clean-Up:	@	0.00%	of labor		\$	-
Collins-Owned Large Tools:			NECA hourly rental rates		\$	-
Royalties:					\$	-
Permits:					\$	-
Warranty Reserve:	@	0.00%	of labor		\$	-
Total Direct Job Expense:					\$	-

SUBCONTRACTOR

Subcontractor Quotes/Invoices:					\$	-
Total Subcontractor:					\$	-

RECAPITULATION

Total Labor:					\$	1,524.70
Total Materials:					\$	-
Total Direct Job Expense:					\$	-
Subtotal:					\$	1,524.70
Labor Markup:		15.00%	10.00%		\$	228.71
Materials Markup:		15.00%			\$	152.47
Direct Job Expense Markup:		15.00%			\$	-
Subtotal:					\$	1,753.41
						1,677.17
Total Subcontractor:					\$	-
Subcontractor Markup:		5.00%			\$	-
Subcontractor Subtotal:					\$	-
Insurance and Bond:		0.00%			\$	-

TOTAL PROPOSED CHANGE ORDER:\$ ~~1,753~~

\$1,677.17



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Janea Marking, Chief Business and Operations Officer

Chris Ralston, Assistant Superintendent of Facilities

AMENDMENT NO. 3 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 Verde Design, Inc. ("Architect") (collectively the "Parties");

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on August 17, 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 June 26, 2025;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from August 2023 to September 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 June 26, 2025, on a fee basis up to a maximum of \$475,970.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional services requested by District outside of original scope of work
Verde Design services including installing a new lift station to intercept existing sanitary sewer (SS) line regarding point of connection is too shallow for the new SS connection at the Baseball and Softball project at West Campus HS

Description of funding changes to contract:

Original contract amount	\$415,070.00
Previous change orders through change order #-	\$47,950.00
Contract amount prior to this change order	\$463,020.00
Amount of this change order.....	\$12,950.00

NEW CONTRACT AMOUNT.....\$475,970.00

Section IL 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. 3 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 3 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 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: June 26, 2025

**Sacramento City Unified School
District**

Verde Design, Inc.

Janea Marking
Chief Business and Operations Officer

Mark Baginski