November 5, 2014

TO: Santa Clara County Board of Education

FROM: Mary Ann Dewan, Ph.D., Chief Schools Officer
       Student Services Branch

       Lisa Kaufman, Ph.D., Director
       Early Learning Services Department

       Janice Battaglia, Manager
       Inclusion Collaborative Program

VIA: Jon R. Gundry
     County Superintendent of Schools

SUBJECT: Approval of Contract over $250,000 with the California Department of Education for the Supporting Inclusive Practice Project

Associated Goals
Goal 1. Improve student equity and reduce access discrepancies to high-quality education
Goal 2. Provide support to districts, communities, schools and districts

Background
The purpose of the Supporting Inclusive Practice (SIP) project is to assist the California Department of Education (CDE) Special Education Division (SED) in meeting federal requirements under the Individuals with Disabilities Education Act (IDEA). The SIP project supports local education agencies (LEAs) in increasing their percentages of their least restrictive environment (LRE) and improved student outcome targets for students with disabilities. The Inclusion Collaborative has been identified by the CDE to serve as a statewide technical assistance lead for the SIP project.

Due to the required timelines with the CDE and that the agreement was received by the SCCOE the week of October 13, 2014, it was necessary to sign and submit the agreement to the CDE prior to this Board meeting.
Fiscal Implications
The Early Learning Services, Inclusion Collaborative will receive $300,000 from the CDE. The term of the agreement is July 1, 2014 through June 30, 2015.

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<th>BUDGET</th>
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<td>Personnel</td>
<td>$261,181</td>
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<td>Books &amp; Supplies</td>
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<td>Indirect Cost (10.23%)</td>
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<td><strong>Total</strong></td>
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Requested Action
Approve contract over $250,000 with the California Department of Education for the Supporting Inclusive Practice project
October 14, 2014

Jon R. Gundry, Superintendent
Santa Clara County Superintendent of Schools
1290 Ridder Park Drive
San Jose, CA 95131

Subject: CN140159

Dear Mr. Gundry:

Please complete the following checked item(s) and return for further processing to:

Contracts, Purchasing and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901

Please note the General Terms and Conditions for Standard Agreements (GTC) are available on the Internet at http://www.documents.dgs.ca.gov/ols/GTC-610.doc. However, if you do not have Internet capabilities, you may request a hard copy by contacting the office listed above.

X STD 213 Standard Agreement with attached exhibits. Sign the first page of the Standard Agreement package (STD 213) and the additional three single STD 213s.

Provide one notarized copy of the Exhibit D: Bidder Certification, Article IV, NON-COLLUSION AFFADAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

Initial where stamped on all copies.

X Complete and sign the Federal Requirement/Federal Assurances Certifications.

Complete and sign the Darfur Act Certification.

Provide one copy of the board resolution/certified board minutes or excerpt of board minutes authorizing person to sign in your behalf approving the agreement.

Provide a copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insured’s.
This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this Agreement, please contact the California Department of Education, Contracts, Purchasing and Conference Services, at (916) 322-3050.

Sincerely,

Suresh Chandra

Suresh Chandra, Manager
Contracts, Purchasing and Conference Services

MB: sr
Attachment(s)
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
CN140159
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
California Department of Education

CONTRACTOR'S NAME
Santa Clara County Superintendent of Schools

2. The term of this Agreement is:
   July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is:
   $300,000.00 Three Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

   Exhibit A – Scope of Work 12 page(s)
   Exhibit B – Budget Detail and Payment Provisions 7 page(s)
   Exhibit C* – General Terms and Conditions GTC 610
   Check mark one item below as Exhibit D:
   [X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 3 page(s)
   [ ] Exhibit - D* Special Terms and Conditions
   Exhibit E – Additional Provisions 2 page(s)

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/StandardLanguage

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

CONTRACTOR

Santa Clara County Superintendent of Schools

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Jon R. Gundry, County Superintendent of Schools

ADDRESS
1290 Ridder Park Drive
San Jose, CA 95131

STATE OF CALIFORNIA

AGENCY NAME
California Department of Education

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Sharon Taylor, Director, Personnel Services Division

ADDRESS
1430 N Street, Room 1802, Sacramento, CA 95814

Exempt per:
EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

Contractor will assist the California Department of Education (CDE), Special Education Division (SED) in meeting federal requirements under the Individuals with Disabilities Education Act (IDEA), Part B, and the California State Performance Plan (SPP) and Annual Performance Report (APR), focused on Results Driven Accountability, as described herein.

II. PROJECT MONITORS:

The CDE assigns Meredith Cathcart (916) 445-4891, mcathcart@cde.ca.gov as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns Janice Battaglia (408) 453-6552, Janice_Battaglia@sccoe.org as contractor project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

III. PROGRESS REPORTS:

The Contractor must submit a written progress report with each invoice. The progress report shall include: Task number and title; description of Task; deliverable (if applicable); date completed; Task amount; and the results and progress of the project/work.
EXHIBIT A
STANDARD AGREEMENT
CN140159
Supporting Inclusive Practices Project
July 1, 2014 – June 30, 2015

Overall Purpose
The overall purpose of the Supporting Inclusive Practice (SIP) project is to assist the California Department of Education (CDE), Special Education Division (SED) in meeting federal requirements under the Individuals with Disabilities Education Act (IDEA), Part B, and the California State Performance Plan (SPP) and Annual Performance Report (APR), focused on Results Driven Accountability.

The SIP project design is to support local educational agencies (LEAs) in increasing their percentages of their least restrictive environment (LRE) and improved student outcomes targets for students with disabilities. The contractor will support, assist, and coordinate the work of selected LRE improvement sites related to placements, least restrictive environment, inclusion, and student progress. The contractor will also use the experiences of LEA demonstration sites to assist the selected LEAs in developing their improvement plans.

Task 1: Project Coordination
Contractor will approach the work of the contract activities as an integrated project. Project management will work to ensure ongoing, seamless delivery of activities and research throughout the year with content approval from the CDE contract monitor as indicated.

1.1: Work plan development: The contractor will meet with the CDE contract monitor to develop a project work plan. The project work plan is to be submitted, electronically, to CDE contract monitor for review, input, edit, and approval by September 30, 2014.

1.2: Progress Reports: Monthly progress reports will accompany invoices for the same period. The progress reports will reflect completed work (status) and describe activities within the time period for the tasks in the timeline for deliverables. Progress reports will be submitted electronically, in an agreed format, by task to the CDE contract monitor for review along with invoices.

1.3: Quarterly Reports: Quarterly reports depicting the progress or completion of specified tasks will follow the reporting periods below.

1st Report: September 30, 2014
2nd Report: December 31, 2014
3rd Report: March 31, 2015
4th Report: June 15, 2015
1.4: Final Report: The contractor will submit in writing in the previous agreed on format, a final year-end report. The final report will cover tasks, goals, status, and activities, with supporting documents. The final report will be submitted electronically to the CDE contract monitor by June 15, 2015, for review, input, edits, and approval.

1.5: Communication with CDE: Maintain ongoing monthly communication with the CDE contract monitor, by e-mail, face-to-face, and phone, as appropriate.

Task 2: Research and Development

The Contractor will conduct research and gather evidence-based practices which support the inclusion of students with disabilities in the LRE. In addition, training materials and tools will be developed for web based conference calls and the institute to assist LEAs in a facilitated review process of identifying areas of focus as they develop plans for improvement in LRE practices.

2.1: The Contractor will conduct research on and gather evidence-based practices to support LEAs in increasing access for students with disabilities to the LRE as evidenced by increased percentages toward state LRE targets and improved student progress.

2.2: The Contractor will identify tools and develop processes, tools, and materials, for selected LEAs to conduct reflective data and root cause analysis, self-assessment protocols, and action plan development. The identify tools and develop processes, tools, and materials will be submitted for the CDE contract monitors for input and review.

2.3: The Contractor will identify resources, to be posted on the Santa Clara County Office of Education Inclusion Collaborative (SCCOE_IC) Web site. These resources should include, but are not limited to, links to implementation and sustainability science (http://nirn.fpg.unc.edu/), theory of action and action plans, Evidence-based inclusive practices, placement options, and tools for LEAs to use in their plan development.

2.4: The Contractor will maintain and enhance SCCOE-IC Web site content related to the items described above as directed by the CDE contract monitor.

The Contractor will submit electronically, in an agreed upon written format, quarterly reports detailing the work described in Task 2: 2.1, 2.2, 2.3, and 2.4. Reports are submitted to the CDE contract monitor on the quarterly schedule described in Task 1, for review and approval.
Task 3: Coordination of Web-based Conference Calls and an Institute

The Contractor will hold a minimum of five Web-based conference calls and conduct an institute in the winter quarter. The Web-based conference calls are to support the selected LEAs in developing their improvement plans. The purpose of the institute is to bring LEA sites together to hear experts and attend workshops on LRE and achievement for students with disabilities, as well as learn of resources available to them as they implement their action plans and build toward sustainability.

3.1: The Contractor will coordinate individual or joint Web-based conference calls (minimum of five calls) with participating LEA sites to assist with their facilitated review process and the development of their action plans.

3.2: The Contractor will coordinate and prepare for a winter institute for the LEA sites to bring the districts together to review the integrated program improvement process. At the institute LEAs will receive technical assistance from the demonstration sites and experts in the field. This coordination and preparation of the winter institute will include coordination of arrangements and presentations, ensuring technology and accessibility needs, identifying state and national experts, through a selection process with the CDE contract monitor, and the inviting of attendees. All activities related to the winter institute will be presented to the CDE contract monitor for input and review as they are being developed.

The Contractor will submit electronically, in an agreed upon written format, quarterly reports detailing the work described in Task 5: 5.1 and 5.2. Reports are submitted to the CDE contract monitor on the quarterly schedule described in Task 1, for review, edits and approval.

Task 4: Support to Selected Local Educational Agencies Improvement Sites

The Contractor will support and assist selected LRE improvement sites who have been chosen to participate in the Supporting Inclusive Practices grant. The selected LRE improvement sites will participate in a integrated program improvement process to identify areas of need, focus for improved results, and develop an action plan. The program improvement process will include: designating an LEA implementation leadership team, working with a facilitator, analyzing LEA and school site data, conducting a self-assessment of systems and practices, selected training, technical assistance and coaching, developing an action plan, identifying outcomes, implementing the action, and creating a sustainability plan.

4.1: The Contractor will assist the CDE by reviewing LEA applications for the selection of the LRE improvement sites program improvement process.

4.2: The Contractor will assist CDE with developing a ‘getting started’ guidance document to assist selected LRE improvement sites in starting their program improvement process. The ‘getting started’ guidance will explain the program improvement process and the first steps the selected LRE improvement sites should be taking.
4.3: The Contractor will make at least one visit to each of the selected LEA improvement site to support the LEA’s work on inclusion practices. The Contractor will inform the CDE contract monitor of the visits and the CDE contract monitor will provide input and review.

4.4: The Contractor will conduct an orientation Webinar to provide information and guidance to the selected LRE improvement sites for the program improvement process focusing on the usage of the materials, tools for the integrate programs improvement process. The training materials will include data analysis and root cause tools, processes for improvement, and resources to use as they build their action plans. The Contractor will be responsible for setting up and hosting the orientation Webinar; making arrangements for participants attendance; and preparing the agenda, materials (described above), and guidance documents. All activities related to the orientation Webinar will be presented to the CDE contract monitor for input and review as they are being developed.

4.5: The Contractor will review and provide feedback to selected LEAs improvement sites regarding their improvement action plans. The Contractor will review the plans submitted by the LEAs and provide feedback, through conference calls and in some cases face-to-face, to assist them in determining how their student placement decisions and other support systems influence the effect on student outcomes. All activities related to the review and feedback to the LEAs will be presented to the CDE contract monitor for input and review as they are being developed.

The Contractor will submit electronically, in an agreed upon written format, quarterly reports detailing the work described in Task 4: 4.1, 4.2, 4.3, 4.4, and 4.5. Reports are submitted to the CDE contract monitor on the quarterly schedule described in Task 1 for review, edits, and approval.

Task 5: Coordination with Local Educational Agencies Demonstration Sites

The Contractor will support and assist six districts who have been identified, under a grant from the CDE, as demonstration sites. The LEA demonstration sites were chosen for their practices related to least restrictive environment inclusion, and student progress. These LEA demonstration sites will be assisting selected LRE improvement sites in improving their collaborative service delivery process, improving results in LRE and outcomes for students, preschool to grade twelve, with disabilities.

5.1: The Contractor will support the identified LEA demonstration sites by assisting them in identifying their areas of exemplary practice and areas of focus by conducting a self-assessment process.

5.2: The Contractor will make at least one visit to each of the identified LEA demonstration sites to support the LEA’s work on inclusion practices.
5.3: The Contractor, in collaboration with the LEA demonstration sites, will provide training, assistance, and share their examples of inclusive practices to the selected LEA improvement sites. All activities related to the work of the demonstration sites will be presented to the CDE contract monitor for input and review as they are being developed.

The Contractor will submit electronically, in an agreed upon written format, quarterly reports detailing the work described in Task 5: 5.1, 5.2, and 5.3 Reports are submitted to the CDE contract monitor on the quarterly schedule described in Task 1, for review, edit, and approval.

Task 6: Establish a Community of Practice

The Contractor will establish and coordinate a Community of Practice (CoP) to support LEA demonstration sites and selected LRE improvement sites in their work to improve their practices and outcomes for students with disabilities. The CoP will communicate with each other on quarterly Web-based conference calls to talk about their plans to improve inclusive practices in their LEAs.

6.1: The Contractor will establish and coordinate quarterly CoP Web-based conference calls as an outgrowth of the work with LEA demonstration sites and selected LEA improvement sites. The calls will provide support to the participants and participants will be able to share their progress on their action plans.

The Contractor will submit electronically, in an agreed upon written format, quarterly reports detailing the work described in Task 6: 6.1. Reports are submitted to the CDE contract monitor on the quarterly schedule described in Task 1.
## Supporting Inclusive Practices Timeline

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GENERAL PROVISIONS OF CONTRACT

Contractor Responsibilities
The contractor will be responsible for completing the work as identified in the scope of work. Project management will work to ensure ongoing, seamless delivery of activities throughout the year with content approval from the Contract Monitor as needed.

Budget
The budget reflects all general costs that address all tasks such as personnel, benefits, consultants, books and materials and costs related to the tasks of the contract.

Deliverables
All deliverables for the tasks are due to CDE/SED the fiscal year of the contract. Quarterly reports are due the on the following dates: September 30, December 31, March 31, and June 30. Deliverables for each task are described at the end of each task. All products and activities developed under the terms of this contract must have ongoing content approval by the contract monitor.

Project Personnel
The Supporting Inclusive Practices Project will hire qualified staff to fulfill the requirements of this project; SIP is required to obtain prior approval from the CDE Contract Monitor before changing project management. (project staff has not yet been hired—does this apply?)

Material Availability
In compliance with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), any material, product and presentation will, upon request, be made available in alternative formats and/or media within a reasonable period of time and at a reasonable cost to the user(s).

Web Product and Content
All web product and content must meet with CDE approval and have approval of the CDE State Project Monitor for Web content that is posted to the Web site. In order to be posted according to DEAM 3900 and in addition to content approval, all Web content must meet all CDE Web Standards. The Web Standards are available via the web at http://www.cde.ca.gov/re/dl/ws/webstandards.asp. Unless otherwise specified, all final documents must be provided in Microsoft Word 1997-2003 format. With prior approval from CDE, the contractor may also use Adobe Acrobat or any other CDE approved software. Any document (e.g., Web page, document, survey, application) to be posted on the Internet (not just any CDE Web site but any Web site) must meet CDE Web standards, including but not limited to the CDE Style Guidelines and Web standards, including the CDE Accessibility Standards. Whether documents are provided as word or PDF, the documents must be fully accessible to person with disabilities including at a minimum they that they are text based, have the correct reading order, and all non-text elements, (e.g., pictures, charts, graphs) have fully equivalent alternative text and alt
text tags. After a document has been fully approved by the CDE, the successful contractor must ensure that the material meets the CDE Accessibility Standards. Additionally, PDF Documents must be tagged for accessibility. Accessibility requirements are not waived because content is received from schools or any other 3rd party. All fully approved PowerPoint documents, for posting on the Internet must be delivered to the CDE with a text only Word version, with fully equivalent alternative text for every non-text element (e.g., graphics, pictures, charts, graphs). Videos or Webinars that are posted to any Web site must be fully captioned and meet CDE Web standards. The successful contractor must provide resources with knowledge, skills, and abilities to deliver Section 508 accessible products. If needed during the contract period, the contractor may request to meet with the CDE Web Application Review Team (Web ART) to answer questions about proposed accessibility strategies and request Web ART to review a small sample of a deliverable to help guide the process.

Income Account
All direct income received for each project, as the results of sale of products/services, shall be accounted for within the project. Expenditures of these funds shall be with the approval of the CDE contract monitor, subject to enhancement of the overall project goals.

Equipment
Equipment purchased under the provisions of this agreement shall be used for its intended purpose as long as needed. When no longer needed by the Supporting Inclusive Practices Project, the equipment may be retained and used, with approval, by other projects and programs sponsored by the CDE or returned to the CDE upon request. A complete inventory shall be maintained of all “non-expendable equipment that has a life expectancy of one year or more and an approximate unit price of $5,000 or more. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.”

“In addition, theft-sensitive items of equipment costing less than $5,000 should be inventoried. A copy of the inventory record must be submitted to the state on request by the state with a purchase price of $5000 or more by the Project Manager” (State Contracting Manual, Section 7.29, Equipment Purchases).

Publications (Traditional and Website Published)
All publications, training documents and materials produced under the terms of this contract are the property of the California Department of Education and shall have the following statement prominently displayed:

California Department of Education, Special Education Division
Supporting Inclusive Practices Project
A Special Project of Santa Clara County Office of Education

The funding is part of a federal grant provided from the U.S. Department of Education, Office of Special Education Programs (OSEP), Part B, 619 of the Individuals with Disabilities Education Act (IDEA).
Summary of Qualifications

- Over 30 years experience in working with community agencies, children, families and staff in early childhood special education providing leadership, training and support to programs
- Uses reflective practice to support/mentor staff, groups and individuals
- Strong commitment to quality education of young children with disabilities and special needs using reflective practice to support staff and families
- Outstanding diplomacy and collaboration that produces positive results for children, families, staff and community agencies for early childhood special education
- Reputation for having good organizational skills and collaboration of community agencies in the field of early childhood special education
- Endorsed as an Advanced Infant Family Early Childhood Mental Health Transdisciplinary Practitioner and Reflective Practice Mentor in California

Professional Experience

May 2009 to present  Infant-Family Early Childhood Mental Health Certificate Program Advisory Board and Reflective Practice Facilitator—develop and co-facilitate both individually and in small groups participants in the Infant Family Early Childhood Mental Health Certificate Program (IFECMHCP) aligned with the 2009 released IFECMH Competencies in collaboration with San Andreas Regional Center, Dept of Mental Health, FIRST 5 and SCCOE. Provide individual and group reflective practice/mentorship through IFECMHCP as well as with individuals in current manager position.

Special Education

Santa Clara County Office of Education (SCCOE)

July 2010 to Present, California Preschool Instructional Network, Special Education Lead—provide consultation, professional development, individual reflection with teaching staff/supervisors and supports to preschool programs who have children with disabilities in their programs focusing on the Preschool Learning Foundations and the Preschool Curriculum Frameworks (Volume 1 and 2). On-site coaching and technical assistance based on program self identified needs.

August 2006 to Present-Manager, Inclusion Collaborative- Provide coordination, leadership of the Santa Clara County Inclusion Collaborative and day to day direction of project activities and staff; schedule and conduct meetings with the Collaborative, prepare project reports and budgets. Created and facilitate the Warmenhoven Institute for Inclusion Advisory Board. Coordinate trainings, workshops, and community awareness activities. Create and complete surveys for evaluation of trainings. Create and support inclusive preschool projects that embraces models that align with the resources of that team. Provide reflective facilitation with staff and receive reflection from supervisor. Support staff to become reflective practice facilitators with others. Support and supervise staff. Facilitate, lead and participate in meetings, professional development and support for early education programs, Power of Preschool Sites. Supervise and provide reflective supervision support for the Liaison LPC Staff and inclusion training specialist. Write and submit grants to support project. Presentations county and state wide on inclusion, infant mental health certificate program and other topics as requested.

August 2005 to August 2006- Principal, Special Education Early Start Program (ESP), Marlatt Cluster Program - Supervise staff and coordinate services for children with disabilities 8-5. Coordinate the intake team, referrals and intakes for Santa Clara County Early Start Program (ESP), approximately 1500 referrals annually. Facilitate IEP/IFSP meetings, educational trainings and out reach to community, doctors, nurses, school districts, university students, parents, and child care providers regarding child find regarding ESP eligibility and referral process. Coordinate and participate in interagency meetings with various agencies. Liaison between FIRST 5 and Santa Clara County Office of Education for various projects. Provide support and supervision to staff. oversee budgets and daily operations of the programs. Supervise the Staff Liaison to the Local Early Education Planning Council and budget.
February 2004-June 2005 Manager-Inclusion Collaborative  
Provided coordination and leadership of the Santa Clara County Inclusion Collaborative and day to day direction of project activities and staff; schedule and conduct meetings with the Collaborative and Steering Committee, created web page, prepared project reports and budgets. Coordinated trainings, workshops, and community awareness activities. Created and completed surveys for district; county and child care staff to determine the needs of the community on inclusion of young children with disabilities. Created an inclusive preschool pilot project that embraced a co-teaching model. This model includes children without disabilities and children with significant disabilities in collaboration with several community agencies and departments within SCCOE.

September 2001 to July 2005-Assistant Principal Early Start Program (ESP), Chandler Tripp Cluster - Supervised staff and coordinated services for children with disabilities B-3. Assisted in the development and implementation of the Memorandum of Understanding with San Andreas Regional Center (SARC) and other agencies as appropriate. Managed and coordinated the intake team regarding referrals and intakes for Santa Clara County Early Start Program (ESP), approximately 1300 referrals annually. Regular presentations to community, doctors, nurses, school districts, university students, parents, and child care providers regarding child find regarding ESP eligibility and referral process. Coordinate and participate in interagency. Provided support and reflective practice with ESP staff. Implemented and developed staff development for SCCOE ESP.

September 1994-September 2001 Program Specialist, Chandler Tripp School  Facilitated restructuring efforts for ESP staff including adding reflective supervision to support staff. Developed and implemented Part C Services for Santa Clara County. Coordinated all intakes and placements for ESP for Santa Clara County. Developed and implemented staff development for SCCOE ESP.

September 1993-August 1994 Teacher Hazelwood School — Campbell, CA Opened and taught preschool children 3-5 years of age with multiple disabilities. Initiated and developed peer coaching program with elementary children/staff and inclusion with on site Head Start Program.

December 1989-August 1993 SELPA III- Program Specialist- San Jose, CA Developed trainings for the SELPA staff and coordinated the placement of all students 18 months to 22 years of age with severe disabilities in county and SELPA programs. Participated in Community Advisory Committee Inclusion Task Force; Interagency Advisory Committee and participated many other committees. Liaison between the districts, SCCOE and families to access services for children with severe disabilities.


Presentations
- Professional Development Training for Head Start, State Preschool and Early Childhood Special Education Staff; Local, state and National topics include: Inclusion, Special Education/Early Start Eligibility, Interagency Collaboration and Infant Family Early Childhood Mental Health Certificate Program, Ages and Stages Questionnaire (ASQ)/ ASQ-Social Emotional, Center for Social Emotional Foundations for Early Learning (CSEFEL and CA CSEFEL), California Preschool Instructional Network (CPIN)
- Trained as a Trainer for:
  - Ages and Stages Questionnaire (ASQ)/ ASQ-Social Emotional- since 2009
  - California Preschool Instructional Network (CPIN)-since 2010
  - Center for Social Emotional Foundations for Early Learning (CSEFE)-since 2009
  - Classroom Learning Assessment Scoring System (CLASS)-since 2010
  - Desired Results Developmental Profile (DRDP-Access)-since 2007

Recent Invitations to Present
- California Association of Education of Young Children March 2014
- Department of Developmental Services (DDS) Department of Mental Health June 2013
- Advanced Practice Institute May 2013
• California Association of Education of Young Children March 2013
• Preschool California Transitional Kindergarten Webinar August 2012
• Transitional Kindergarten County wide-May and July 2012-Social Emotional Development, Self Regulation and CSEFEL
• Statewide Special Education Local Plan Area Director’s meeting-May 2012
• Monterey Library Association—April 2012
• National Training Institute—Zero to Three Conference—December 2011
• Technical Assistance Communities-Washington D.C. National Webinar—October 2010
• California Library Association—November 2010
• Special Education Early Childhood Administrators Project Conference-(SEECAP)-Inclusive Practices-Southern California—February 2011
• Head Start / California Department of Education Webinar—March 2011
• After School Care Statewide Webinars—May and June 2011
• Supporting Early Education Delivery Systems (SEEDS) State Wide Visitation Site California Department of Education-Special Education Division 2011
• IDA Conference April 2010-Mental Health Certificate Program and Inclusion (2 presentations)
• SEEDS Consultant 2009 to present

**Education**

• Excellence in Early Childhood Education Leadership (ExCEL) Academy April 2010
• Santa Clara County Office of Education
  o Professional Clear Administrative Services Credential June 2005
  o Completion of Principal’s Training Program (AB 75) May 2005
• San Jose State University
  o Preliminary Administrative Services Credential June 2003
• Santa Clara University
  o Collaboration Specialist Certificate January 1989
• San Francisco State University
  o Masters of Arts Degree: Special Education/Early Childhood May 1984
  o Ryan Specialist Severely Handicapped Credential (Life) August 1977
• Sonoma State University
  o Ryan Elementary Multiple Subjects Credential (Life) June 1976
  o Bachelor of Arts Degree: Liberal Studies, January 1976

**Professional and Community Memberships**

Infant-Family Early Childhood Mental Health Certificate Program 2009 to present
TA Community of Practice-National Advisor-March 2012 to 2013
Special Education Early Education Delivery Systems-visitation site since 2011
Infant Family Early Childhood Mental Health Certificate Program Facilitator and Advisory Board May 2009 to present, supported the writing of the grant and facilitation of reflective practice groups and individual reflective practice sessions
Special Education Early Education Delivery Systems-Specialized Consultant 2008 to present
CA DEC Vice-President 2008-to present
Local Early Education Planning Council (LPC): 2004 to present
Warmenhoven Institute for Inclusion Advisory Board- since 2005 founder and current member
Inclusion Collaborative- 2004 to present, Manager/Founder and participating member
Infant Mental Health Collaborative- 2000 to present participating member
Infant Development Association: 1990 to present

**Awards**

Golden Bell Award, State School Board Association 2014
‘Hoffmann Award’, Santa Clara County School Board Association 2013
‘Outstanding Community Service and Support of the Year Award’ San Andreas Regional Center 2011
‘Special Education Recognition Award’ San Jose Unified School District 2009
“George Howard Award” City of San Jose April 2008
“Member of the Year 2008 “Local Early Education Planning Council
“Above Self Award” October 2008 San Andreas Regional Center
“Annual Quality Award 2006” Inclusion Project Parkway Santa Clara County Office of Education
“Member of the Year 2006” Local Early Education Planning Council
“Champion of Collaboration in the Field of Early Intervention 1999” California Department of Education

**References**

Available upon request
EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Payment of the invoice will not be made until the CDE accepts and approves the invoice. To be approved the invoice must include the level of detail described in the Budget for each task and for the fiscal year in which the expense was incurred. Further, the invoice must be easily comparable by CDE staff to the Budget contained herein. No line item invoiced may exceed the corresponding line item amount stated in the Budget.

Invoices shall include the Agreement Number – CN140159 and shall be submitted in arrears, along with a progress report (See Exhibit A, III. Progress Reports), not more frequently than monthly in duplicate to:

California Department of Education
Special Education Division
1430 N Street, Suite 3207
Sacramento, CA 95814
Attention: Meredith Cathcart

The contractor may bill the CDE and be paid as the County Superintendent of Schools, the County Department of Education or the County Office of Education.

II. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

III. TRAVEL:

All travel costs shall be reimbursed at rates not to exceed those established for CDE’s nonrepresented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations.

IV. BUDGET CONTINGENCY CLAUSE:

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the
purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

V. PAYMENT WITHHOLD FOR SEPARATE AND DISTINCT TASKS:

In accordance with Public Contract Code section 10346, the State shall withhold ten percent (10%) of each progress payment for each separate and distinct Task. Funds withheld for each separate and distinct Task will be paid upon satisfactory completion of that Task, as determined by the State. A Task is deemed satisfactorily completed upon acceptance and written approval by the State for all deliverables or services for that Task, including submission of monthly progress reports. The progress reports shall include at a minimum: Task number and title; deliverables or services performed; dates of performance and completion; and the results and progress of the project/work. Those annual activities that are completed and repeated in their entirety each year shall be considered separate and distinct tasks that are to be paid in full following satisfactory completion in each year of the contract.

Final Payment is not a progress payment and is not subject to the 10% withholding.
## Supporting Inclusive Practices
### Budget Summary
#### Fiscal Year 2014–15

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<th>Code</th>
<th>Description</th>
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<td>Employee/Consultant Benefits</td>
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<td>Travel, Services and Other Operating Expenses</td>
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<td>Direct Costs Not Subject to Indirect</td>
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<td>Direct Costs Subject to Indirect</td>
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### Exhibit B-SIP Budget by Tasks

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<th>Task 2 Research and Development</th>
<th>Task 3 Coordinating with Visitations Sites</th>
<th>Task 4 Support Targeted LEAs</th>
<th>Task 5 Coordinating CoPs and Institutes</th>
<th>Task 6 Establishing Communities of Practice</th>
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<td>Inclusion Support Specialist (TBA).25 @ $60,594 = $15,148.50</td>
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<td>Consultants: 4 consultants (TBA) x 11 days @400.00/day = $17,600.00</td>
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<td><strong>3000 Employee/Consultant Benefits on Salaries</strong></td>
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<td><strong>58,583.00</strong></td>
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<td><strong>272,158.22</strong></td>
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<td>Indirect @ 10.23% of direct cost subject to indirect</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>300,000.00</strong></td>
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Exhibit B
Budget Narrative
Supporting Inclusive Practices Project
July 1, 2014 – June 30, 2015

1000 Certificated Personnel $144,442.25

Project Director*, Battaglia, J., 0.25 FTE @ $130,913.00 = $32,728.25
Monthly Salary = $2727.354 x 12 months = $32,728.25
The Project Director is responsible for the management, supervision, and implementation of the overall scope of work for the Supporting Inclusive Practices (SIP) Project and is the direct liaison between the California Department of Education (CDE) and the fiscal agent, Santa Clara County Office of Education (SCCOE). The Project Director assists in providing support to the CDE Special Education Division (SED) in various types of monitoring and support activities regarding inclusion/Least Restrictive Environment (LRE) involved with the State Performance Plan (SPP). In addition, the Project Director coordinates and manages the development of project timelines, need assessments, tasks, budgets, and reports to the CDE/SED and assists in the selection of the programs invited to participate in needing improvement in the area of LRE and improved student outcomes. The Project Director also oversees the implementation of annual conference, community of practice (CoP), annual SIP Institute, training, research, and evaluation plans.

Inclusion Project Specialist*, TBA, 1.0 FTE @ $111,714.00
Monthly Salary = $9,309.50 x 1.0 FTE x 12 months = $111,714.00
Under the direction of the Project Director, the 1.0 FTE Project Specialist support SELPAs and LEAs who are identified by CDE, SIP and agree to participate in program improvement regarding disproportionality for Least Restrictive Environment (LRE), facilitates improved performance in SPP indicators associated with inclusive practices, arranges for and supports special education and other related agencies by providing training and technical assistance, preparing materials and reports, and assists in the recruitment and support of consultants necessary to support the creation of inclusive options in districts and counties identified as needing improvement in LRE around the state. Project Specialist assists in the identification of programs which need assistance as well as model programs across the state and various age levels that excel in providing inclusive program. The Project Specialist will use skills and knowledge of inclusive practices in professional development activities and in the selection of model inclusion program across the state. Facilitates meetings, CoPs, research, works with consultants, prepares for presentations, may present at annual SIP Institute and incorporates inclusion within related activities. Compiles research of best practices, evaluation tools and information as it relates to inclusive practices.
2000   Classified Personnel  $58,155.70

Inclusion Support Specialist* (ISS): 0.25 FTE @ $60,594.00 = $15,148.50
Monthly Salary = $1,514.85 x 10 months = $15,148.50
Under the general supervision of the Project Director, the ISS provides Inclusion Project Specialist (IPS) and Director with research and information regarding evidenced based inclusive practices and program evaluation tools. Answers calls related to inclusion sites and information as it relates to the project. Provides support to consultants regarding information and research to support evidenced based inclusive practices and program evaluation tools. The ISS assists in the compilation of research of best practices, evaluation tools and information as it relates to inclusive practices and improved student outcomes.

Early Learning Specialist (ELS) 0.5 FTE @ $50,814.40 = $25,407.20
Monthly Salary = $2,117.267 x 12 months = $25,407.20
Under the general supervision of the Project Director, the ELS provides office and organization support, prepares and assists with word processing documents, provides office support by maintaining office filing, phone inquiries, and travel assistance, and assists with communication with the public. The ELS supports training and technical assistance activities as necessary to complete the work of the project. The ELS assists with the input, completion and collection of data that relates to state reporting activities and maintains budget records and receipts.

Consultants
4 consultants x 11 days @ $400.00/day = $17,600.00
Provides training and technical assistance related to deliverables within contract task areas related to expertise in inclusive practices within the field of Special Education. Assists to facilitate meetings to create or support the inclusion of children with disabilities in natural environments, school settings and the community with peers without disabilities within districts, county offices of education, or other school settings and supports other related activities as requested.

3000   Employee Benefits*  $58,583.00

Average rate each employee varies in their percentage, these costs are estimates, actual costs may be different when positions are filled. Benefits reflect the contracts, agreements and policies of SCCOE and conform to California Education Code. Approximate benefits calculations includes; STRS, SS, PERS, Medicare, Health and Welfare, PERS Reduction, UI, Retiree benefits, and workers compensation as applicable.
Mandatory Benefits – Certificated & Classified
Project Director @ .25 FTE = $32,728.25 * 24.545% = $8,033.00
Inclusion Project Specialist @ 1 FTE = $111,714.00 * 25.214% = $28,168.00
Inclusion Support Specialist @ .25 FTE = $15,148.50 * 44.705% = $6,772.00
Early Learning Specialist @ .5 FTE = $25,407.20 * 50.272% = $12,773.00
4 Consultants for 11 days = $17,600.00 * 16.119% = $2,837.00

4000  Books, Supplies and Equipment $3117.27

Resource books and materials, general office supplies, copy paper, printer cartridges, stationary, computer supplies, file folders, writing instruments and necessary items for training supplies, computer equipment and software.
Set Budget $3877.00

5000  Services and other Operating Expenses $7,860.00

Employee Travel Expenses $6,200.00
State rates will be used for all travel associated with this contract
Conduct, provide, and participate in training, technical assistance, workgroup/planning meetings, on-site support, conference attendance in/out of state as appropriate and/or as requested by CDE. Includes airfare, car rental, hotel, mileage, meals, conference registration. (Number of trips and staff traveling varies by nature of request or technical assistance being provided using state designated rates for all travel. $6,200.00

Printing/Copying $700.00
General office copying and printing, mass-producing necessary materials for trainings, general daily print and copy needs, and printing training and/or support materials in mass quantities. $750.00

Telephone/Communications $960.00

Subtotal Direct Costs $272,158.22

7322  Indirect Costs @ 10.23% ** $27,841.79

Total Contract $300,000.00
EXHIBIT D

SPECIAL TERMS & CONDITIONS

1. INFORMATION TECHNOLOGY (IT) REQUIREMENTS:

For contracts that require the Contractor to develop, modify or maintain any type of Web product (which includes but is not limited to a Web page, Web document, Web site, Web application, or other Web service), or contracts that include a Web product as a deliverable or result, Contractor hereby agrees to adhere to the following California Department of Education (CDE) standards:

1. All Web site and application pages/documents that can be seen by users must be reviewed and approved as required by the CDE’s DEAM 3900 process. Contractor agrees to work through the CDE Contract Monitor for this agreement to ensure the DEAM 3900 process is implemented.

2. Web sites and Web applications must adhere to the appropriate CDE Web standards as specified at http://www.cde.ca.gov/re/di/ws/webstandards.asp.

3. Contractor must provide the application and/or Web site source code, collected data, and project documentation in a form to be specified by the CDE according to the following time frame:
   a. For new sites/applications: Within 30 days of implementation. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
   b. For existing sites/applications: Within 90 days of the contract renewal or amendment execution. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.

4. Contractor shall monitor the Web site/application on a monthly basis (or more frequently if necessary) to identify and correct the following issues:
   a. Broken links
   b. Dated content
   c. Usability issues
   d. Circumstances where the contractual agreement is not followed

5. Contractor agrees to not violate any proprietary rights or laws (i.e., privacy, confidentiality, copyright, commercial use, hate speech, pornography, software/media downloading, etc.). Also, the Contractor agrees to make all reasonable efforts to protect the copyright of CDE content and to obtain permission from the CDE Press to use any potentially copyrighted CDE material, or before allowing any other entity to publish copyrighted CDE content.
6. Contractor agrees that any Web applications, Web sites, data or other files which may be needed to restore the system in the event of disaster are backed up redundantly, and that a detailed, tested plan exists for such a restoration.

7. Contractor shall provide the CDE with Web site usage reports on a monthly basis during the contract period for each Web page, document or file which can be viewed by users. Additionally, Contractor shall provide an easy mechanism for users to provide feedback on the site/application, such as a feedback form.

II. DATA MANAGEMENT (DM) REQUIREMENTS:

For contracts that require the Contractor to conduct data collection services (including, but not limited to surveys, on-line web applications, program evaluation, legislative reports, and assessment), Contractor hereby agrees to adhere to the following California Department of Education (CDE) standards:

PRIVACY, SECURITY AND CONFIDENTIALITY

If, in the course of carrying out this work, the contractor gathers or processes personal (private) information, the contractor must provide written assurance that the data will be managed in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children’s Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to: name, telephone, e-mail account, address, date of birth and social security number.

In addition, the contractor will be expected to demonstrate that it has taken specific steps to ensure the data are kept secure and confidential as evidenced by, at a minimum, the following:

- Each and every employee, subcontractor or other person who has access to personal information is required to sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.

- Personal data, while being transmitted electronically, must be encrypted.

- Any repository for the data will be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.

Any security breach must be reported to CDE immediately.

CDE considers mailing information (including e-mail address) to be personal (private). As such, if the contractor asks a person for his or her mailing information, the contractor must make it clear to the person providing the information whether the information will be shared with any organization other than CDE and the contractor. In addition, the contractor will provide the person providing the mailing information an “opt-out” (i.e. the person can elect
to not have his or her mailing information shared with organizations outside of CDE and the contractor).

DATA OWNERSHIP - The contractor understands that any and all data that are collected and/or generated by the work performed under this agreement are the sole property of the CDE.

USE OF PREFERRED VARIATIONS - If gathering data or creating a database, the vendor agrees to use the California Department of Education’s (CDE) preferred variations* for collecting and storing specific data.

* The preferred variation is the format or content that is accepted by CDE as the preferred way of storing and/or sharing data. It may not be the preferred variation in another organization.

DATA DICTIONARIES - If the contractor is collecting data on behalf of the California Department of Education, the contractor agrees to develop and maintain a complete data dictionary in accordance with the California Department of Education specifications and provide that information, in electronic format, to the Data Management Improvement Program.

III. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor’s notice. If the contractor disagrees with the project monitor’s claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent’s designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

IV. PRIOR APPROVAL OF OUT-OF-STATE TRAVEL:

All out-of-state travel by the contractor or subcontractor(s) for purposes of this contract is subject to prior written approval by the Department of Education project monitor specified in this contract.
EXHIBIT E

ADDITIONAL PROVISIONS

I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

III. CONTRACTOR EVALUATION:

Within sixty (60) days after the completion of this Agreement, the Project Monitor shall complete a written evaluation of Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (Public Contract Code Section 10369)

IV. CONTRACTOR'S RIGHTS AND OBLIGATIONS:

Public Contract Code Sections 10335 through 10381 contains language describing the contractor's duties, obligations and rights under this agreement. By signing this agreement, the contractor certifies that he or she has been fully informed regarding these provisions of Public Contract Code.
V. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

VI. PROHIBITION AGAINST OUTSIDE AGREEMENTS:

The contractor or subcontractor(s) shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the CDE for products and/or services pertaining to this contract.

VII. STAFF REPLACEMENTS:

The contractor will be required to obtain prior approval from the CDE contract monitor before changing professional project personnel.

VIII. POTENTIAL SUBCONTRACTORS:

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, A new restrictions on Lobbying, and 34 CFR Part 85, A Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, ADisclosure Form to Report Lobbying, in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(B) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default, and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;

(2) The grantee’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;
(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [ ] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

<table>
<thead>
<tr>
<th>NAME OF APPLICANT</th>
<th>CONTRACT #</th>
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<tbody>
<tr>
<td>Santa Clara County Office of Education</td>
<td>Agreement #CN140159</td>
</tr>
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<tr>
<th>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</th>
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<td>Jon R. Gundry, County Superintendent of Schools</td>
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<tr>
<th>SIGNATURE</th>
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<td>[Signature]</td>
<td>10/11/2019</td>
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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

 Jon R. Gundry, County Superintendent of Schools

APPLICANT ORGANIZATION
Santa Clara County Office of Education

DATE SUBMITTED
10/12/2017