



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: December 10, 2015

Subject: Approval of Grants, Entitlements, and Other Income Agreements
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): Safe, Clean and Healthy Schools; College and Career Ready Students;

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist</p> <p>Approved by: José L. Banda, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>NUTRITION SERVICES</u>		
A16-00046 United States Dept. of Agriculture	12/1/15 – 6/30/17: SCUSD, in partnership with the Food Literacy Center and Soil Born Farms will implement a farm to school project called FEAST – Food Exploration and School Transformation. This project will include procurement of fresh vegetables, garden education, and nutrition education. SCUSD, Soil Born Farms and Food Literacy Center will work collaboratively to introduce a new vegetable each month to students in three pilot elementary schools (FEAST schools) and then to students throughout the district. The goals of the FEAST program are to: increase by 20% the number of vegetable purchases locally procured by SCUSD, and offered at all 79 SCUSD school sites; increase student knowledge about how vegetables are grown by 80%; increase the number of students exposed to fresh local vegetables by 80%; and sustain and grow the district's Farm to School program. The FEAST program will be piloted at Oak Ridge and Pacific Elementary schools, with a third elementary school to be determined.	\$100,000 No Match
<u>SOCIAL EMOTIONAL LEARNING</u>		
A16-00045 The California Endowment	9/16/15 – 6/30/16: Mini grant to continue the use of Zoo U, a research-proven online game, implemented as a pilot program at Elder Creek and Oak Ridge Elementary Schools during the 2014/15 school year. Zoo U assesses social and emotional skills and provides personalized intervention based on that assessment. Continued use of the game will increase the good baseline data obtained last year, and allows us to see behavior change over time.	\$6,000 No Match
<u>SPECIAL EDUCATION</u>		
A16-00047 California Department of Education	7/1/15 – 6/30/16: Early Intervention Grant to be used for Early Education Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities, and their families.	\$139,420 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
SA16-00264 Apriant, Inc.	7/1/15 – 12/31/16: Continuation of services needed to develop and implement improved business practices in the areas of payroll procedures and processes, hiring procedures and processes, evaluation systems, workflow, interfaces, etc. Also assist in implementation of additional software and systems to support improved business operations, information transparency and operational effectiveness. Systems include, but are not limited to: Workday, Benefit Bridge/Conexis.	\$762,000 General Funds
SA16-00265 DLW Consulting	7/1/15 – 12/31/16: Continuation of services needed for implementation of additional business software and systems as deemed necessary to support improved business operations, information transparency, and operational effectiveness. Systems include, but are not limited to: Workday, replacement software for Sub-Finder System.	\$409,585 General Funds
SA15-00017 Sierra-Cedar	7/1/15 – 12/31/16: Continuation of services needed for the deployment of the Workday Human Capital Management, Payroll, and Financial Solutions Software. Sierra-Cedar will design and configure generally available functionality as prioritized by the District, and reduce and align processes that are currently different across departments and sites.	\$591,960 General Funds
<u>FACILITIES SUPPORT SERVICES</u>		
SA16-00426 Lionakis Architects	12/1/15 – Completion of Services. Provide architectural and engineering services as needed for the HVAC replacement at Kit Carson Middle School (Prop 39 Project).	\$105,600 California Clean Energy Jobs Act Funds



SERVICES AGREEMENT

Date: July 1, 2015 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

- Contractor will continue to develop and implement improved business practices and processes, including, but not limited to:
 - Workday/Questica Implementation
 - Benefit Bridge / Conexis
 - Working/Payroll Calendars
 - Salary Schedules
 - Payroll Calculation Process Using Working/Payroll Calendars & Salary Schedules
 - Hiring process
 - Payroll procedures and processes
 - On Boarding Process
 - Exit Process
 - Staffing Systems
 - Evaluation Systems



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- Time Entry
 - Substitute system integration
 - Talent Management
 - System workflow
- Contractor may assist in the development of interfaces.
 - Contractor may assist in the development of appropriate month end and year-end procedures.
 - Contractor may assist in the development of appropriate month end reporting.
 - Contractor may assist in the development of adequate in-house capabilities for Ad Hoc reporting.
 - Contractor may assist in moving to a paperless work environment.
 - Contractor may do an analysis of current business processes and make recommendations on how to align business processes to available software functionality to maximize employee and District effectiveness.
 - Contractor may provide appropriate documentation of new business processes.
 - Contractor may assist in the implementation of additional business software and systems as deemed necessary to support improved business operations, information transparency, and operational effectiveness. Systems include but are not limited to:
 - Budget
 - Work order system to handle customer service requests.
 - Work order system to automate the Uniform Complaint procedures
 - Onboarding
 - Improvements to the Substitute system
 - Implementation of an online time entry system
 - Talent management
 - Professional learning systems
 - Automated evaluation systems
 - Position control system
 - Business Intelligence
 - Automated pay advice
 - Benefit/Employee portal
 - Online Open Benefit Enrollment
 - Retiree Insurance system
 - School/Department budget system
 - SharePoint Services
 - Implementation of web-based print shop interface
 - Contractor may provide mentoring support to existing IT administrators.
 - Contractor may be responsible for developing Professional Development and training to allow staff and public to effectively utilize all system enhancements and improvements.



- Contractor may assist in other business or information technology issues as requested.

ARTICLE 2. TERM

This Agreement shall commence on July 1, 2015 and continue through December 31, 2016 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT

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

Fee Rate: \$125 per hour for all services performed remotely; \$155 per hour for all services performed on-site as may be requested by the District, not to exceed \$762,000. District shall not pay travel and other expenses.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Gerardo Castillo, Chief Business Officer, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES

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

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

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

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



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

ARTICLE 6. INDEPENDENT CONTRACTOR

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

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

ARTICLE 8. MUTUAL INDEMNIFICATION

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



caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

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

ARTICLE 9. INSURANCE

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION

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

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

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

ARTICLE 11. ASSIGNMENT

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



ARTICLE 12. NOTICES

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

District:
Sacramento City Unified School District
P.O. Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contracts

Contractor:
Apriant, Inc.
1465 S. Pearl Street, Suite 1
Denver, CO, 80210
Attn: Matt Knoepke

ARTICLE 13. ENTIRE AGREEMENT

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

ARTICLE 14. CONFLICT OF INTEREST

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

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

ARTICLE 15. NONDISCRIMINATION

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



ARTICLE 16. SEVERABILITY

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

ARTICLE 17. RULES AND REGULATIONS

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

ARTICLE 18. APPLICABLE LAW/VENUE

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

APRIANT, INC.

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
Matthew M. Knoepke
President

Date

Date



EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

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

Matthew M. Knoepke, President

Date



SERVICES AGREEMENT

Date: July 1, 2015 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

- Workday Implementation
- Contractor will provide oversight of business software.
- Contractor will assist in the development of interfaces to other software with Workday.
- Contractor will assist in the development of appropriate month end and year-end procedures.
- Contractor will assist in the development of appropriate month end reporting.
- Contractor will assist in the development of adequate in house capabilities for Ad Hoc reporting.



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- Contractor will assist in moving to a paperless work environment.
 - Contractor will lead the efforts of automating such processes as:
 - Requisition approval
 - Position Control
 - Employee Expense Reimbursement
 - Travel Reimbursement
 - Contractor will do an analysis of current business processes and make recommendations on how to align business processes to available software functionality to maximize employee and District effectiveness.
 - Contractor will provide appropriate documentation of new business processes.
 - Contractor will assist in the implementation of additional business software and systems as deemed necessary to support improved business operations, information transparency, and operational effectiveness. Systems include but are not limited to:
 - Budget
 - Work order system to handle customer service requests.
 - Work order system to automate the Uniform Complaint procedures.
 - Onboarding.
 - Improvements to the Substitute system.
 - Implementation of an online time entry system.
 - Talent management.
 - Professional learning systems.
 - Automated evaluation systems.
 - Position control system.
 - Business Intelligence.
 - Automated pay advice.
 - Benefit/Employee portal.
 - Online Open Benefit Enrollment
 - Retiree Insurance system.
 - School/Department budget system.
 - SharePoint Services
 - Implementation of web-based print shop interface
 - Contractor will provide mentoring support to existing IT administrators.
 - Contractor will provide assistance in the roll out of the SBAC testing devices if requested and the development of the network and wireless devices.
 - Contractor will provide IT audit services as requested by the Chief Business Officer.
 - Contractor will be responsible for developing Professional Development and training to allow staff and public to effectively utilize all system enhancements and improvements.



ARTICLE 2. TERM

This Agreement shall commence on July 1, 2015 and continue through December 31, 2016 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT

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

Fee Rate: \$100 per hour for all services performed remotely; \$160 per hour for all services performed on-site as may be requested by the District, not to exceed \$409,585. District shall not pay travel and other expenses.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Gerardo Castillo, Chief Business Officer, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES

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

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

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

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



ARTICLE 6. INDEPENDENT CONTRACTOR

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

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

ARTICLE 8. MUTUAL INDEMNIFICATION

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



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

ARTICLE 9. INSURANCE

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION

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

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

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

ARTICLE 11. ASSIGNMENT

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

ARTICLE 12. NOTICES

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after



mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contracts

Contractor:
DLW Consulting, LLC
1809 Feltleaf Ct.
Fort Collins, CO 80528
Attn: David Williamson

ARTICLE 13. ENTIRE AGREEMENT

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

ARTICLE 14. CONFLICT OF INTEREST

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

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

ARTICLE 15. NONDISCRIMINATION

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

ARTICLE 16. ATTORNEY'S FEES

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. SEVERABILITY

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be



affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. RULES AND REGULATIONS

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

ARTICLE 19. APPLICABLE LAW/VENUE

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

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

DLW CONSULTING, LLC

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
David Williamson
Manager/Owner

Date

Date



EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

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

David Williamson
Manager/Owner

Date

**Sacramento City Unified School District
Workday Implementation
Statement of Work**

August 1, 2014

Sierra-Cedar, Inc.

1255 Alderman Drive

Alpharetta, GA 30005

Marty Hellenberg

Director, Public Sector Accounts

Office: 678.256.2207

Mobile: 303.596.2605

marty.hellenberg@Sierra-Cedar.com

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proprietary and confidential information of Sierra-Sierra-Cedar, Inc.

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STATEMENT OF WORK

August 1, 2014

This Statement of Work ("SOW") is executed under the terms and conditions of the current Master Services Agreement dated August 1, 2014 between **Sacramento City Unified School District** (the "District"), and **Sierra-Cedar, Inc.** ("Sierra-Cedar"), which is incorporated herein by reference (the "Agreement"). In the event of a conflict in terms between this SOW and the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

1. SCOPE

The scope of this Statement of Work is for services for the deployment of the Workday Human Capital Management (HCM), Payroll, and Financials solutions. These services will span approximately fourteen (14) months from the start date including one (1) month of production support. These services include stages of the deployment as defined in the Workday Accelerated Deployment Methodology. Sierra-Cedar is committed to the District's successful deployment of the Workday solution. Our Workday methodology is strictly modeled after Workday's deployment methodology. Workday's Accelerated Deployment Methodology is a deliverables-based approach that is supported by a comprehensive toolkit of planning documents, activities, configuration templates, and techniques to implement Workday applications effectively. The application of this methodology to the unique business needs of the District will be supported through business process analysis by Sierra-Cedar consultants with experience and expertise in public sector and K12 organizations.

Accelerated Deployment Methodology



As described in the questionnaire completed by the District, the scoping session held on May 20, 2014, and subsequent communications, the features and functions which will be included in the deployment are listed below.

1.1. FUNCTIONAL SCOPE

	Human Capital Management (HCM)
	Compensation
	Benefits
	Payroll
	Time Tracking
	Absence Management
	Talent Management
	Financial Accounting
	Banking and Settlement
	Customer Accounts and Contracts
	Supplier Accounts
	Procurement
	Business Assets
	Expenses
	Standard Reports
Product/Functionality: <p>Sierra-Cedar will design and configure generally available functionality as prioritized by the District. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. The District will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the departments, unions, and other areas within the District.</p>	
Deployment includes: <ul style="list-style-type: none"> • Core HR - Setup including tenant configuration for the United States. Active employee count of 4,681 (including contingent workers) • Organizations - Supervisory Org Setup, up to 500 Supervisory Orgs, up to 300 Cost Centers, up to 4 pay groups, up to 20 business unit org Structures, and up to 4 custom organization types, up to 5 unions, 2 retiree organizations (STRS and PERS), up to 80 locations, up to 10 related organization type hierarchies including location hierarchies • Jobs and Positions – Single staffing model, up to 500 job profiles, up to 100 job families, and 1 management level hierarchy, multiple assignments • Compensation – Up to 50 grades and grade profiles. Up to 4 allowance plans. • Benefits - Includes up to 15 benefit plans, up to 5 benefit groups, up to 10 eligibility rules, and up to 2 passive events. All employee transactions will be manually entered in Keenan based on inability to integrate with Keenan after initial load. • Payroll – 1 FEIN, up to 100 earnings and deductions codes, 1 bank account, 1 state (California) and 2 pay cycles. Includes up to 3 parallel tests. • Time Tracking – Up to 100 time codes, up to 10 employee population subsets (including 5 unions) • Absence – Up to 25 time off plans, leave types, includes FMLA and California Family Rights Act requirements • Performance Management – Up to 3 performance review templates, with customized start 	

performance review business process, 1 individual development plan or 1 performance improvement plan or 1 disciplinary action plan

- Assess Talent – Configuration of the 3 talent attributes, minor adjustments to the optimized business process
- Financial Accounting – 1 country (United States), 1 company, up to 300 cost centers, 1 accounting book, State of California mandated accounting structure, budget checking at fund, location, and discretionary/non-discretionary levels, up to 250 posting rules, up to 10 recurring journal entries. All allocations will occur in other functional areas.
- Banking and Settlement – Up to 5 financial institutions and bank accounts, blank check stock, ACH, wire, check payment types, positive pay, BAI2 bank reconciliation
- Customer Accounts and Contracts – Centralized customer account process, up to 100 invoices per month, standard revenue recognition process, up to 1,000 customers
- Supplier Accounts – Centralized invoice entry/processing, electronic non-matched invoice approval process, 1099 process, up to 5,000 supplier accounts
- Procurement – Up to 3 punch outs to existing suppliers with Workday punch-out experience, NIGP category codes, up to 100 supplier contracts, decentralized receiving, up to 500 requisitioners
- Business Assets – 1 asset book, approximately 10,000 tracked assets, approximately 500 depreciable assets, straight line depreciation method, up to 30 spend categories
- Expenses – 1 procurement card (US Bank), up to 10 custom validations,
- English language support only.
- Configurable Security – Assignment of workers to Workday standard roles
- Standard reports – Conduct reporting workshop to assist in identification of reporting requirements and review report Workday custom report writer with District reporting team.

Not in Scope:

- Items provided by a 3rd party as a part of their processing
- Succession planning
- Recruiting
- Grants
- Projects
- Budget preparation
- Inventory (future functionality)
-

1.2. TECHNICAL SCOPE

Data Migration
Integrations
Custom Reports
<p>Data Migration includes:</p> <ul style="list-style-type: none"> • Core worker data for active employees and terminated worker data for up to one year to include most recent position and compensation • Relevant seniority dates and years of service • Most recent compensation amount and grade for core employee population • Teacher contract balances, pay goal balances, and contract pay information • Current year benefits enrollments for active employees

- Payroll - Current State, Federal and Local Tax Withholding Elections, Withholding Orders, Active balances for W2 purposes and any other balances associated with payroll that are applicable in Workday
- Leave balances for active employees (based on plans in-scope) including FMLA
- Active teacher licenses and certifications
- Financial Accounting - Beginning balances for financial accounts
- Customers with active balances and active Customer Contracts
- Suppliers with active balances for 1099 purposes
- Procurement – Purchase orders with open encumbrances to be carried forward into the fiscal year starting July 1, 2016
- Assets in place as of current year

Integrations:

The following integrations will be evaluated during the initial stages of the project to determine need, type of integration (e.g. Cloud Connect, Enterprise Integration Builder, and Workday Studio), timing, direction, and general level of complexity. Sierra-Cedar has provided an account of 1,250 hours that will be assigned on an integration by integration basis to complete the highest prioritized integrations during the project. Once the account of hours has been assigned to complete the highest prioritized integrations, any remaining integrations will need to be developed by the District or will require additional Sierra-Cedar hours and cost above those in this statement of work.

- County Office of Education
 - Banking information
- COBRA to Conexia
- Payroll ACH file to payroll vendors
- CalPERS
- CalSTRS
- Keenan Benefits
- SubFinder
- SearchSoft
- Banking interfaces
 - Payroll ACH
 - PCard to Expenses
 - BA12 reconciliation file
 - Positive pay
- Questica Budget System
- School Dude
- TransTraks
- eTriton
- e-Builder
- Infinite Campus
- Learning Management system (solution TBD)
- Active Directory
- Workday Cloud Connect integrations based on final District benefit plans (number and type)

to be determined)

Custom Reports:

As Workday's customers will need to identify, evaluate, design, develop, test, and deploy reports after the initial system has been deployed, the Workday methodology recommends that customer personnel take primary responsibility for writing required custom reports. Workday training on the report writing tools is required to fulfill this role. Sierra-Cedar has included up to 100 hours of time to support the District's report writers with knowledge transfer and troubleshooting services.

Not in Scope:

- Items provided by a 3rd party as a part of their processing
- Historical data migration

1.3. CHANGE MANAGEMENT AND TRAINING

CHANGE MANAGEMENT

Change Agent Readiness and Engagement

Transformation Strategy

High-Level Communication Plan

Impact Assessment

The Sierra-Cedar Change Management Lead will prepare for and conduct the following activities in collaboration with the District Change Management Lead:

Change Agent Team – these individuals play a critical role by facilitating communication in their respective functional areas and throughout the organization. This team assists with end user communications and change management activities.

Transformation/Change Strategy – identifies and conveys the specific goals and objectives for addressing change and continuity for the District's Workday Project.

High-Level Communication Plan – This plan will address the high-level requirements of the District's diverse user population. Sections of the plan may be designed and developed to address each of the District's user communities so that the respective Change Agents may oversee delivery of each required communication event.

Impact Assessment – assesses the business process changes that will affect the end-user population. To enable individuals to transition to the new structure in a manner that imposes the least amount of disruption to the District, we incorporate the information into the communication and training strategies so that impacts are introduced in a manner that is participatory and involves two-way communications.

END USER TRAINING

Training Needs Assessment

Training Strategy

Training Curriculum

Pilot Training

Ongoing Training Strategy

Sierra-Cedar's approach to **end-user training** views Train-the-Trainer as the capstone to learning activities focused on the District's Workday educators throughout the project lifecycle and beyond. Many times, organizations identify end-user delivery educators just prior to go-live; however, we base our approach on having a clear, documented strategy, inclusive of an educator engagement plan to allow these individuals to build capabilities and become educators of the District's Workday functionality. Sierra-Cedar will work with the District to define the Train-the-Trainer strategy and its components as a part of the overall training plan. By acquiring this knowledge these individuals can provide the support necessary both during and after go-live. Sierra-Cedar's train-the-trainer approach to end user training includes the following:

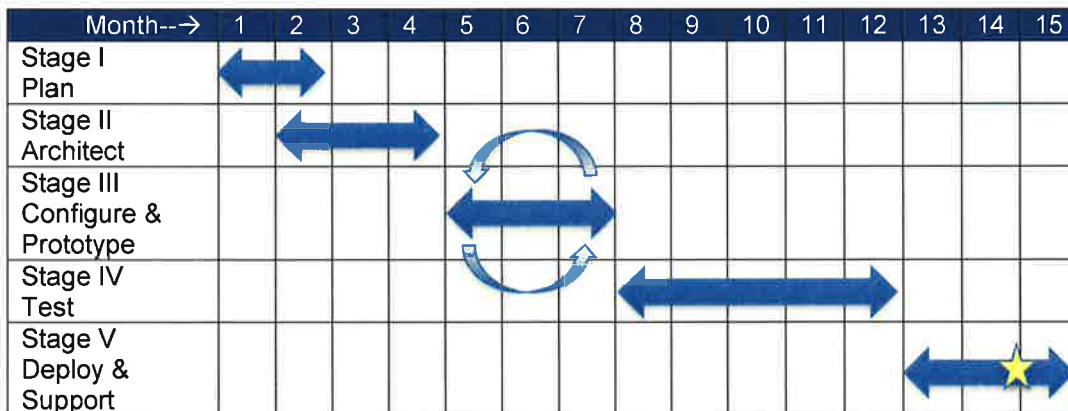
- **Training Needs Assessment:** The goal of any successful training program is to help users gain knowledge before they start to use a new tool or participate in a new process, therefore Sierra-Cedar's approach begins with a training assessment to understand history, current tools, and successes in training the District's end users. Training needs are determined by completing an assessment of the organization and evaluating the scope of the Workday project. This assessment feeds into the overall Training Strategy.
- **Training Strategy:** Based on the training needs assessment results, Sierra-Cedar creates a training strategy for the end users. The Training Strategy outlines the training methods for each user group along with timelines and deliverables. Included in the Training Strategy is the identification of in-house users who will perform in the role of an educator and provide support for newer users. Whether educators come from IT, the business, or are project personnel, they must take an early and active role to build a robust understanding of Workday, business processes, and to acquire the needed instructional facilitation skills. Sierra-Cedar will prepare the identified District users to perform in the role of a District educator. The strategy uses the Workday Adoption Toolkit (WAT) as a cornerstone of knowledge and information, while looking at the specific needs of the organization with the District's team to determine the best overall approach. Changes such as business processes, functionality, and even role changes are taken into consideration while creating the training strategy.
- **Training Curriculum:** The end user training curriculum and supporting courseware developed for the project focuses on impacted job roles, reinforced by the underlying business processes. Specifically, the basis of the curriculum considers the varied learning styles of adults in an effort to maximize the return that the user will derive from the training activity. The curriculum is a detailed listing and narrative that describes each end-user course.
- **Training Material Development:** Sierra-Cedar follows Workday's standard approach for training content development and supports the District's participation in the development/customization of training materials. In order to support the implementation and subsequent Workday releases, and based on the defined curriculum, Sierra-Cedar will provide knowledge transfer and guidance for up to 3-4 individuals in the use of the Workday Adoption Toolkit to help the District gain an understanding and working knowledge of the Toolkit. In some cases, pre-built training materials may not exist in the Workday Adoption Toolkit and will need to be created. Sierra-Cedar will provide samples of training materials used on other Workday projects to expedite the development timeframe. Training content will exist in multiple learning formats, including MS PowerPoint® presentations, classroom exercises, quick reference job aids, and training videos.
- **Pilot Training:** Pilot Training is a key component of the Train-the-Trainer program and provides the opportunity to validate that the training materials and delivery meet the District's requirements. It provides the District Workday educators the opportunity to deliver training to a group of peers and make modifications before delivering training to the larger end user community. The individuals noted above will review all materials with the District's trainers, who then will participate in Pilot training (or practice delivery

sessions) which is facilitated by Sierra-Cedar. A Sierra-Cedar consultant serves as a mentor and assists in the delivery of these practice training sessions. To the extent possible within the project's schedule, Pilot Training may be delivered as a preparatory event for User Acceptance Testing.

- **Training Delivery:** the District's Workday educators deliver training as required to enable individuals to perform their new roles and responsibilities in Workday. Training materials used for end-user training classes will be developed by individuals named by the District project team (see Training Material Development section above). The role in the organization and the changes to business process for that role will determine the method of training delivery.
- **Ongoing Training Strategy:** After Workday is deployed there is still a need for training - both for new users, and to accommodate new functionality. Sierra-Cedar will work with the District to develop the ongoing training strategy to support user adoption.

2. TIMELINE

The expected timeline is a 14-month timeline from project start to go-live with one month of post-production support. The start date will be on or around August 1, 2014 with a go-live on or before October 1, 2015 followed by post-production support. This timeline is based upon Sierra-Cedar's understanding of the District's scope, internal staffing levels, need for change management, and our experience on other Workday projects. The final timeline, tasks, and stage durations will be completed during the Plan stage of the project. The sample graphical timeline of the engagement is listed below.



3. DELIVERABLES

The following table summarizes the deliverables by phase and the owners and contributors for each deliverable. The Owner of a deliverable is defined as the individual(s) who is/are responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction. The list of deliverables includes:

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
Stage 1 - Plan			

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
Project Charter	Provides authorization for the Project and identifies project goals, objectives, scope, governance structure, roles and responsibilities.	District	Sierra-Cedar
Project Management Plan	Project work plan for the Project management activities and related monitoring of the related project activities	Sierra-Cedar	District
Communication Plan	Sierra-Cedar will provide the District with a Communication Plan template as a starting point that outlines the communication events that will be deployed to raise awareness and invite user engagement. The template is pre-populated with a baseline of events. Sierra-Cedar will work with the District to update the plan with District-specific events and the timeline of events.	District and Sierra-Cedar (Shared)	
Initial Deployment Data Gathering Workbook	Review workbook used to gather the District information for inclusion in Initial Prototype tenant. Update as needed.	Sierra-Cedar	District
Integration Scope Discovery	Identify and document high-level integration requirements.	Sierra-Cedar	District
Functional Scope Discovery	Identify and document the Workday process the client intends to utilize in initial and future phases. This includes reviewing the functional scope in the SOW and On Demand Education (ODE).	Sierra-Cedar	District
Initial Prototype Tenant	P0 (zero): Initial prototype tenant used to kick-start the discovery and design activities. Contains a subset of the District data loaded into the environment (Data Load #1).	Sierra-Cedar	District
Project Kickoff	Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Initial Prototype demonstration, identification of project roles and responsibilities.	District and Sierra-Cedar (Shared)	
Gate and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage gate reviews.	District and Sierra-Cedar (Shared)	
Stage 2 - Architect			
Current Business Process Discovery	Gather information about the District's current business practices and policies. Review and update the discovery questionnaire based on these discovery sessions.	Sierra-Cedar	District
Architect Major Functionality	Provide an overview of the core concepts; identify any potential functional gaps; analyze the configuration of core functionality; determine the impact of design decisions on the deployment.	Sierra-Cedar	District

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
Architect Business Processes and Roles	Introduce the business process framework and design business processes and organizational roles.	Sierra-Cedar	District
Configuration Design	More detailed design sessions to gather configuration data.	Sierra-Cedar	District
Architect Integrations	Define and document integration requirements including data mapping, functional requirements and process flows for packaged and custom integrations.	Sierra-Cedar	District
Architect Data Elements	Update deployment data gathering workbook to include all data elements for tenant builds in this stage.	Sierra-Cedar	District
Workday Delivery Assurance Checkpoint – Integration Design Review	Workday's Delivery Assurance team reviews the documented integration designs.	Workday Delivery Assurance	District Sierra-Cedar
Workday Delivery Assurance Checkpoint – Business Process Review	Workday's Delivery Assurance team reviews the documented business process designs.	Workday Delivery Assurance	District Sierra-Cedar
Stage Gate and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage gate reviews.	District and Sierra-Cedar (Shared)	
High Level Training Strategy	This MS Word document summarizes the overall plan for training delivery to the end-user population. It captures training objectives, documents key requirements for materials, identifies training locations, training delivery methods, and identifies challenges and the timeline for training delivery. Sierra-Cedar begins the development of the strategy using a template and continuously updates the strategy as information becomes available through the Configure & Prototype stage when it is completed.	District and Sierra-Cedar (Shared)	
Stage 3 – Configure & Prototype			
Tenant Management Plan	Define the plan for managing each tenant.	Sierra-Cedar	District
Configured Prototype	P1 - Configured tenant based on the decisions made in the Architect state. Data load #2.	District and Sierra-Cedar (Shared)	
Report Workshop	One report workshop conducted on how to develop reports	Sierra-Cedar	District
Developed Integrations	Integrations developed and unit tested.	Sierra-Cedar	District

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
Workday Delivery Assurance Checkpoint – Configuration Review, Integration Build Review	The Workday Delivery Assurance team reviews the configuration and integration build to validate that the system setup can be supported in the production system.	Workday Delivery Assurance	District Sierra-Cedar
Test Plan and Test Scenarios	Test plan will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing to occur in the Test Stage. Define all test scenarios to be validated during testing. Sierra-Cedar will provide the District with test plans and scenarios from the Workday deployment guide as a starting point.	District and Sierra-Cedar	
Impact Assessment	This MS Word document is an assessment of the business process changes that will affect the end-user population. Information is incorporated into the communication and training strategies so that impacts are introduced in a manner that is participatory and involves two-way communications. Sierra-Cedar completes this assessment using a variety of methods – document review of fit-gaps, interviews with the District and Sierra-Cedar team members, etc.	Sierra-Cedar	District
Training Needs Assessment	This is an ongoing process where the information learned is captured in an MS Word document that ultimately feeds updates to the Training Strategy. Information captured includes but is not limited to the identification of current tools and methods used to deploy training, successes in training the District's end users that can be leveraged, potential challenges that may not be solved by training (i.e., adjustments that need to be made to policies), etc.	Sierra-Cedar and the District (Shared)	
Training Curriculum	This MS Word document is a detailed narrative that describes each end-user course (i.e., Manager Self Service Support for Administrative Assistants). Each course in this document contains information related to the duration of the course, how the course is delivered, where the course will be delivered, and what will be covered in the course. Sierra-Cedar begins with a template that is customized specifically to the District's business processes.	District and Sierra-Cedar (shared)	
Final Configuration Prototype	P2 – Full data (data load # 3) will be executed to convert all employee / payroll / human resources data to prepare a Workday tenant for testing. The District is responsible for validating its accuracy.	District and Sierra-Cedar (Shared)	

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
Stage Gate and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage gate reviews.	District and Sierra-Cedar (Shared)	
Stage 4 - Test			
Completed Smoke Tests	Completed test cycle to evaluate whether the testing tenants are complete by executing short tests to evaluate whether all key functional areas are working correctly. The District security team validates security provisioning is in place for testers.	Sierra-Cedar	District
Completed End-to-End Testing	Completed test cycle to evaluate the flow of end-to-end processes between multiple functions and third party integrations.	District	Sierra-Cedar (support)
Completed User Acceptance Testing	Series of testing scenarios conducted by a select group of users to evaluate whether the configured system is ready for Production. A User Test Condition list will be created to ensure all criteria are tested.	District	Sierra-Cedar (support)
Training Material	This deliverable will take on a variety of formats ranging from videos, frequently asked question documents, presentations, and exercise guides. The Workday Adoption Toolkit (WAT) of materials will form the baseline for this content and will be supplemented by the creation of other materials when WAT materials do not exist.	District	Sierra-Cedar
Stage Gate and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage gate reviews.	District and Sierra-Cedar (Shared)	
Stage 5 - Deploy			
Training Delivery	This deliverable will take on a variety of formats using synchronous (District-led training via classroom, webinars) and asynchronous (self-paced via videos, user guides, job aids, etc.) methods.	District	Sierra-Cedar (support)
Final Data Migration and Configuration	All configuration and data migrations are completed based on data load #4 (Gold tenant). Validated by the District.	Sierra-Cedar	District
Validate Pre-Production Tenant	All configuration and data migrations are verified (Gold tenant).	District	Sierra-Cedar
Workday Delivery Assurance Checkpoint - Final Configuration Review	Final Workday review to validate that the system setup can be supported in the production environment.	Workday Delivery Assurance	District Sierra-Cedar (shared)

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
Completed Go-Live Checklist	Completed Workday Go-Live checklist completed with required information prior to Delivery Assurance Review.	Sierra-Cedar	District
Workday Delivery Assurance Checkpoint – Go-Live Checklist Review	Workday Delivery Assurance reviews the Deployment Plan with the project team.	Workday Delivery Assurance	District Sierra-Cedar Shared
Ongoing Training Strategy	This MS Word document outlines options for future training opportunities related to sustaining self-sufficiency. Sierra-Cedar begins with a pre-populated template that is customized to address the specific needs of the District, including but not limited to how training for new employees will be addressed by the District.	Sierra-Cedar and the District (Shared)	
Transition to Workday Production Support	Sierra-Cedar meets with Workday to transfer Client's deployments to the Workday Production Support Team.	Workday Delivery Assurance and the District (shared)	Sierra-Cedar
Stage Gate and Acceptance Review / Project Sign-Off	Execution of the Acceptance Process for project completion.	the District and Sierra-Cedar (shared)	

4. DISTRICT RESOURCES – ROLES AND RESPONSIBILITIES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for the District project team members. The assignment of named resources and final time allocations will be determined during the plan stage of the deployment using the project staffing tool and the project plan developed jointly by the Sierra-Cedar and the District Project Managers.

DISTRICT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor/ Executive Committee	<ul style="list-style-type: none"> Responsible for championing the project Ensures that the appropriate resources are available for the project Works with the project manager to resolve escalated issues in a time-effective manner Signs off on key deliverables throughout the project Acts as an active and visible resource on the project Participates in regularly scheduled Steering 	5 to 10 people at 5 - 10% - 100 – 200 hours per person

DISTRICT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	Committee meetings to ensure the project is meeting the goals and time-frames outlined at the beginning of the project	
Project Manager	<ul style="list-style-type: none"> Responsible for managing the project to completion Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager Manages the issue and key decision log Sets deadlines and evaluates milestones Assigns responsibilities Escalates issues to the Steering Committee that may impact the go-live date 	1 person at 100% - 2,240 hours
FUNCTIONAL		
Functional Lead	<ul style="list-style-type: none"> Leads the functional team for a specific functional area(s), e.g., Talent Management Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other District functional resources Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality Performs functional lead responsibilities such as: <ul style="list-style-type: none"> Communicates business requirements Validates architecture and design Identifies data to be converted Cleanses data Validates data conversions Performs configuration Tests business processes and configuration Develops customer-specific training and documentation Gathers reports and defines reporting requirements 	4 people at 75% each: HCM / Benefits / Talent – 1,680 hours Payroll / Time / Absence / Compensation – 1,680 hours Financials – 1,680 hours Procurement / Suppliers / Expenses – 1,680 hours
Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> Resources representing specific schools / departments / areas of functional expertise Perform subject matter expert responsibilities such as: <ul style="list-style-type: none"> Identify data to be converted Cleanse data Validate data conversions Test business processes and configuration Develop customer-specific training and 	Final subject matter expert allocation to be determine during plan stage. Estimated SME resources and allocations: HCM – 896 hours Benefits – 448 hours Talent – 224 hours

DISTRICT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	documentation <ul style="list-style-type: none"> - Provide functional knowledge and expertise on requirements - Gather reports 	Compensation – 448 hours Time Tracking – 448 hours Payroll – 896 hours Absence – 448 hours Financials – 896 hours Supplier Accounts – 672 hours Procurement – 672 hours Banking – 448 hours Customer Accounts – 224 hours Expenses – 448 hours Assets – 448 hours
Testing Lead	<ul style="list-style-type: none"> ▪ Defines the Testing Strategy and Testing Plan (with support from Sierra-Cedar) ▪ Coordinates all testing activities including the creation of test scripts and executing testing To populate 	1 person – 100% (starting in Configure and Prototype but primarily Test stage) – 800 hours
Workday Application Security Administrator	<ul style="list-style-type: none"> ▪ Defines and updates security groups ▪ Defines and maintains domains and business process security policies ▪ Tests security group membership ▪ Analyzes and audits security policies and procedures ▪ Activates pending security policy changes 	1 to 2 people – approx. 50% (all stages except planning) – 1,120 total hours
TECHNICAL		
Integration Developers	<ul style="list-style-type: none"> ▪ Responsible for providing technical knowledge and expertise related to the District's integration requirements ▪ Test integrations ▪ Validate that the customer's environment can support the integrations 	1 to 2 people – approx. 50% (all stages except planning) – 1,680 total hours Workday Tools 1 person – approx. 25% (all stages except planning) – 360 hours
Data Migration Lead	<ul style="list-style-type: none"> ▪ Responsible for providing technical knowledge and expertise related to current systems used by the District. ▪ Assist with data mapping ▪ Extract data from legacy systems 	1 to 2 people at approx. 75% - 1,680 total hours

DISTRICT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> Lead data validation activities 	
CHANGE MANAGEMENT		
Change Management and Communication Lead	<ul style="list-style-type: none"> Leads the Change Agent Network Assists with the development of the Change Management Strategy and Communications Plan Leads the change management and communication plan execution Assists with the impact analysis Assists with the Training Assessment and Training Strategy 	1 person at 75% (all stages) – 1,680 hours
Change Agents (role may be combined with the Trainer role)	<ul style="list-style-type: none"> Change Lead/Agents for specific schools and/or departments Support execution of the change management plan for the school / department Assist with identifying key transformational changes for the school / department and ensures these changes are incorporated into communication and training plans Coordinate change activities through the Change Management and Communication Lead 	The number of resources needed to fill this role will depend on the number of locations and the impact the new system will have at each location. Sierra-Cedar will work with the District Change and Project Leadership to determine how many people and which locations each person will represent / be assigned to in the plan stage of the project. Each resource will require an allocation of approximately 25%
Trainers	<ul style="list-style-type: none"> Assist with the development of the training curriculum Develop training documentation including optimizing Workday's training tools where applicable Conduct end user training 	<p>The number of trainers is dependent on the final scope of training. Change Agents or Subject Matter Experts can be assigned to this role.</p> <p>Trainers will need to be dedicated at 100% during the Test and Deploy stages</p>
REPORTING		
Report Developers	<ul style="list-style-type: none"> Develop and test custom reports in accordance with functional requirements 	1 to 2 people at 50% - 1,120 total hours

5. SIERRA-CEDAR RESOURCES – ROLES AND RESPONSIBILITIES

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with the District to manage the allocations of resources as needed to support project needs.

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor	<ul style="list-style-type: none"> Is the point of contact representing Sierra-Cedar management team Works with the Project Manager so that escalated issues do not impact the project timeline Participates in regularly scheduled Steering Committee meetings, which hold the project team accountable for dates and commitments agreed to in the Project Work Plan Maintains an ongoing relationship with the customer's executive contacts 	1 person – As needed
Engagement Manager	<ul style="list-style-type: none"> Manages the overall project to completion Defines project standards, policies and procedures to be used across projects Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments Develops manages, and maintains the project plan Performs financial management across the project Manages the project issues, risks and key decision log Sets priorities and deadlines and evaluates milestones Assigns responsibilities Provides project health reports to upper management and Workday on a regular basis Escalates issues to the Executive Steering Committee that may impact the go-live date Participates in internal review meetings, which help the District and Sierra-Cedar to meet deadlines and mitigate risk. Interacts with Workday Delivery Assurance, Product Strategy and Development 	1 person at 90 - 100% - 2,520 hours
Functional		
Solution Architects	<ul style="list-style-type: none"> Leads workshops during the Architect stage and designing business processes from a cross-functional perspective 	HCM / Benefits / Talent: 1 person at 25% - 501 hours

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> Provides a framework for explaining the impact of key design decisions Articulates the impact of the Workday Roadmap to customer requirements 	Payroll / Time / Absence / Compensation: 1 person at 50% - 1,002 hours Financials (all areas): 1 person at 40% - 802 hours 2 people at 10% each for Architect stage only – 448 total hours
Principal Consultant	<ul style="list-style-type: none"> Works with the District to design business processes Gathers functional and reporting requirements Maps client data to Workday Configures Workday according to customer requirements Documents any areas where requirements are not met Supports testing, data conversion, and integration development efforts Escalates issues that may impact the go-live date to the Project Manager Deliver one reporting workshop 	HCM / Benefits / Talent: 1 person at 90% - 2,400 hours Payroll / Time / Absence / Compensation: 1 person at 90% - 2,160 hours Procurement / Supplier Accounts / Expenses: 1 person at 75% - 1,800 hours Financial Acctg / Customer Accounts / Banking / Assets: 1 person at 100% - 2,400 hours
Technical		
Integration Architect	<p>The Integration Architect oversees the overall strategy, design and development of the Workday integrations.</p> <p>Responsibilities include the following:</p> <ul style="list-style-type: none"> Plan, lead and facilitate integration workshop(s) during the Architect stage. Develop high-level integration strategy and design. Provide Project Work Planning details for the Project Work Plan. Provide guidance on integration design decisions and downstream impacts for integrations. Provide oversight during the Configure & Prototype phase to verify the design principles are followed. Communicate design standards to developers to provide consistency across integrations. Provide guidance to integration consultants and District team members Prepare documentation for the tenant review. Liaise between the project team and Workday development team on any integration issues, as well as 	1 person at 15% - 313 hours

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	upcoming changes. <ul style="list-style-type: none"> Coordinate the resolution of issues during testing and deployment for integrations for which Team Sierra-Cedar is responsible. Provide knowledge transfer to the District integration team members. 	
Integration Consultants	Works with the Team Sierra-Cedar functional consultants and the District Development team and Subject Matter Experts to gather and document integration requirements. Responsibilities include the following: <ul style="list-style-type: none"> Leads integration workshop(s) Plans, leads and facilitates integration workshop(s) during the early stages of the project to provide: Support the design, configuration and testing of Workday integrations in scope for the implementation. Document design decisions for integrations assigned to Team Sierra-Cedar. Develop and unit test Workday integrations assigned to Team Sierra-Cedar. Support the District with the development and testing of integrations assigned to the District. Work with the District team to resolve issues. Provide knowledge transfer to the District integration team members. 	1 person at 45% - 937 hours
Data Migration Consultant	<ul style="list-style-type: none"> Migrates customer data into Workday Resolves data related issues during conversions 	1 person at 50% – 1,200 hours
PRIME Solutions (Change Management)		
Change Management Lead	<ul style="list-style-type: none"> Coach and Mentor to the District's Change Management Lead(s) Facilitates design, development and execution of the Change Management Strategy Facilitates design, development and execution of Communication Plan Conducts the Impact Assessment Conducts the Training Needs Assessment Facilitates design, development and execution of Training Strategy and Plans Conducts Go-Live Readiness Assessment (in collaboration with the project team) Facilitates the execution of Knowledge Transfer Plan (in collaboration with the project team members) Leads the Lessons Learned session 	1 person at 35% - 790 hours

6. ASSUMPTIONS

1. Overall project management responsibility will be shared between Sierra-Cedar and the District. The District will provide an executive sponsor, project manager, and leads to coordinate project activities with the Sierra-Cedar Project Leadership. The District Project Manager will be 100% dedicated to the project and a Sierra-Cedar Project Manager will be 90-100% dedicated to the project for the duration of the project.
2. The District Executive Sponsor will provide guiding principles to the team. The approach will use the default business processes. The District Executive Sponsor is responsible for the development of any end user departmental policies, procedures, and user manuals.
3. The District will provide Sierra-Cedar consultants with reasonable facility access, working space, equipment and office support.
4. The Sierra-Cedar Team will be reliant on the District Executive Sponsor and other project participants for a number of critical tasks including (i) Subject Matter Expert (SME) support, (ii) prompt review and sign-off of deliverables, (iii) prompt decision making, and (iv) adoption of and standardization of standard process definitions.
5. The District Executive Sponsor will establish an Executive Committee for the Project that will serve as the escalation point for issues that cannot be resolved at the Project Team level. Sierra-Cedar and Executive Sponsor(s) will participate on the Executive Committee.
6. Sierra-Cedar will conduct project kick-off meetings with the Executive Committee and the Executive Sponsor's authorized project team members, which will initiate a Planning phase in which all project milestones are identified and agreed upon and documented as part of an overall Project Management Plan. Additionally, critical path items and the timelines associated with each stage will be outlined by Sierra-Cedar using Sierra-Cedar's project methodology and approved by the District Executive Sponsor.
7. Sierra-Cedar Project Sponsor and the District Executive Sponsor will be visible and accessible to the joint Project Management team to provide direction, guidance, and rapid decision-making. Sierra-Cedar and the District Executive Sponsor will meet with the joint Project Management Team throughout the project.
8. The District Project Leadership will provide a plan of action for critical functional and technical issues within two (2) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the District Executive Sponsor for resolution. The Sierra-Cedar Project Manager must promptly bring up any issue(s) or delays that occur due to lack of Customer resources so as to avoid schedule impact.
9. The District Executive Sponsor and Sierra-Cedar will establish a Project Change Control process for the project. This process will be used to govern changes to the Statement of Work.
10. The District Executive Sponsor will have primary responsibility for standardization decisions and process acceptance for the project, with the support of Sierra-Cedar functional and technical resources. The District resources will be highly knowledgeable of the District business processes, have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the design.
11. The District will be responsible for all decisions made by District subcontractors.
12. The District Resource Assumptions:

- The District will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined in above.
 - The District's functional and technical staff will be committed to the project and the associated changes to their job functions.
 - The District project personnel will participate in accordance with time allocation stated in this statement of work and the District will make all good faith efforts to maintain their assignment to the project as long as they remain active employees, and as consistent with District human resources policies and procedures, and collective bargaining agreements.
 - The District resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.
 - Lack of performance by the District or Sierra-Cedar resources that negatively impacts the project may require replacement of said resources. The District and Sierra-Cedar agree that if mutually agreed upon, a replacement resource will be identified and assigned within 5 business days after identification/agreement.
13. The District shall provide input, review, and participation during performance of the Services, including subject matter experts that will be available to participate in workshops and scheduled meetings.
 14. The District shall ensure that its employees make time available, and provide Sierra-Cedar personnel access to key users and technical personnel within the District organization as it relates to the performance of Services.
 15. Sierra-Cedar consultants will perform services in a combination of locations including the District's office, in Sierra-Cedar's Solution Center and remotely.
 16. The District will provide remote connectivity consistent with its security process and procedure to be used during the project.
 17. The District will own responsibility for completeness and accuracy of all data provided. Audit reports will be run once the data is in Workday and the District will need to sign off that they accept the data migrated.
 18. The District will be responsible for any 3rd party communications to complete integrations.
 19. Four (4) builds are included during the project: Initial Tenant (P0), Configuration & Prototype Tenant (P1), Final Configuration/Parallel Tenant (P2) and Gold Tenant. Each build will last two (2) to three (3) weeks.
 20. Sierra-Cedar will audit training classes provided to the District employees. Training classes must be held, the District employees must attend, and sign off from Sierra-Cedar based on this training for go-live will be required. Executive sponsor will be notified as soon as possible should Sierra-Cedar believe that there is a District training issue.
 21. The District shall be responsible for establishing and following such change control procedures as it deems appropriate for this engagement. Sierra-Cedar shall be entitled to rely on any proper change order given to it by the District, although their use is not required for a District change order to be effective, examples of change order documents are attached as Exhibit A.
 22. Our timeline assumes a project start date on or around August 1, 2014 for a go live including Payroll on or before October 1, 2015.
 23. Functional configuration is detailed in the functional scope section of this proposal.

24. Data extraction from legacy system will be performed by the District.
25. The District will be responsible for all data cleansing.
26. Sierra-Cedar acknowledges the integrations listed in the technical scope section and we have provided 1,250 hours of integration support/development. Sierra-Cedar will work with the District so that at the conclusion of system testing, the District will take ownership of the integrations.
27. The District firewall will be configured correctly to make the necessary inbound and outbound calls for the necessary integrations.
28. There will be a SFTP server configured and available for use with the external vendor systems.
29. Existing Cloud Connects will be utilized where applicable.
30. Sierra-Cedar assumes that the District will leverage Workday processes "out of the box" and the hours estimated for Business Process Configuration includes standard configuration. The District will provide resource(s) to be designated as a business process administrator. This resource will attend required Workday training.
31. Sierra-Cedar assumes that the District is responsible for the delivery of end-user training.
32. Sierra-Cedar assumes that the District will provide up to 3-4 individuals to customize the Workday Adoption Toolkit materials and develop any new materials as needed for end-user training materials. Sierra-Cedar will provide guidance on using the Toolkit.
33. Sierra-Cedar assumes that the identified District educators will engage with the change management and training program from the early onset of the project.
34. Sierra-Cedar assumes that the District will provide an individual to serve in the role of the District's Change Management and Training Lead and that this individual will direct and guide the District's Change Agent Team.
35. Sierra-Cedar assumes the District Change Management and Training Lead will play a key role with a focus on the people side of user adoption, including changes to business processes, job roles, and organization structures.
36. The District will be responsible for leading and executing all testing activities within the Test stage of the project with knowledge support from Sierra-Cedar consultants. All executed testing scenarios must be approved prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require a change order.
37. The District will be responsible for all parallel testing reconciliations including those that involve paper based processes in the District's current payroll process.
38. The Sierra-Cedar scope includes four tenant builds which include data migration and configuration to support project needs. A build does not include copies of existing tenants for different uses on the project (e.g. integration development, sandbox, testing etc.). If the District requires additional builds during the project, a change order will be required.

7. PRICING

The rate for Sierra-Cedar's services will be \$160 per hour for Sierra-Cedar resources and \$232 per hour for Solution Architects provided by Workday. Services rates do not include travel related expenses. Services will be billed two times per month for hours worked during the previous billing period. Estimated hours for the project are listed below. Sierra-Cedar and the District have established a budget that is detailed below that will be jointly managed during the

project. The budget will include services hours/cost and related travel expenses. Any efforts beyond the budget that are required to complete the project or perform services outside of the scope documented within this statement of work will not be expended without prior written approval from the District. Any reduction of Sierra-Cedar hours based upon changes to scope, the District taking responsibility for configurations / Sierra-Cedar tasks etc., will be documented, and mutually agreed upon by the District and Sierra-Cedar.

Sierra-Cedar Workday Deployment Services	Hours	Rate	Cost
Engagement Manager	2,520	\$ 160	\$ 403,200
Solution Architect – HCM	501	\$ 160	\$ 80,160
Solution Architect – Financials	802	\$ 160	\$ 128,320
Solution Architect – Financials (Workday)	448	\$ 232	\$ 103,996
Solution Architect – Payroll	1,002	\$ 160	\$ 160,320
Consultant – HCM	2,400	\$ 160	\$ 384,000
Consultant – Payroll	2,160	\$ 160	\$ 345,600
Consultant – Procure to Pay	1,800	\$ 160	\$ 288,000
Consultant – Financials	2,400	\$ 160	\$ 384,000
Data Migration Lead	1,200	\$ 160	\$ 192,000
Integration Lead	313	\$ 160	\$ 50,800
Integration Consultant	937	\$ 160	\$ 149,920
Change Management Lead	790	\$ 160	\$ 126,400
Services Subtotal:	17,273		\$ 2,795,936
Estimated Travel Expenses:			\$ 302,778
Total Sierra-Cedar Services:			\$ 3,098,214

Sierra-Cedar travel is estimated at 50% of total project hours and will be billed two times per month. Travel expense invoices will be based upon actual travel expenses incurred. Sierra-Cedar consultants will follow Sierra-Cedar's travel policy.

The District agrees to provide Sierra-Cedar with a minimum of ten (10) business days advance notice of an unscheduled SOW termination or staffing reduction. In the event the District provides less than ten (10) business days' notice, Sierra-Cedar reserves the right to invoice the District for sixteen (16) hours of consulting services per consultant released. In the event of cancellation, the District shall also be responsible for all non-refundable advance purchase airline tickets purchased within 15 business days prior to receiving said notification. Sierra-Cedar shall not make any additional purchases nor incur any additional expense upon receipt of any notice of termination or staffing reduction as it relates to any Consultant referenced in any such notice.

Schedules, Exhibits and Attachments: These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein. Any change order required pursuant to the processes outlined above shall be deemed amendments to this Agreement at the time they are entered into.



The authorized representatives of the parties have signed this Statement of Work.

Sacramento City Unified School District

Ken A Forrester
Signature

Ken A Forrester
Printed Name

CEO
Title

7/23/14
Date

Sierra-Cedar, Inc.

Calvin J. Yonker
Signature

Calvin J. Yonker
Printed Name

CEO-President
Title

July 24, 2014
Date

Exhibit A

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: ____ / ____ / ____	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar ____
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar ____
REQUEST SUBMITTED BY:	____, Sierra-Cedar
CHANGE ORDER NARRATIVE:	
THE PURPOSE OF THIS CHANGE ORDER IS:	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:	
ATTACHMENTS, SCHEDULES OR TABLES:	
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled	
The authorized representatives of the parties have signed this Change Order.	

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER

SIERRA-CEDAR

CLIENT

Sierra-Cedar, Inc.

**The
District**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



Sacramento City Unified School District

PROJECT AUTHORIZATION FORM

HVAC Replacement at Kit Carson Middle School

Date: December 1, 2015

Pursuant to the Master Architect Agreement dated January 15, 2015 between Lionakis Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Architectural and engineering services as needed for the HVAC replacement at Kit Carson Middle School (Prop 39 Project):

1. Replace existing electric-resistance AHUs with Trane or Carrier gas-fired split systems.
2. New gas site service will be required.
3. Exterior ground-level condenser yards for each split system to be identified.
4. Additional scope items:
 - a) Exterior HID lighting replacement with LEDs, gym LED retrofits, and occupancy sensors.
 - b) Vending machine outlet and plug controls
 - c) Evaporator fan controls for walk-in, program refrigeration system.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Flat Fee**

Architect shall be compensated \$105,600.00 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$0, which is Architects estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

LIONAKIS ARCHITECTS

Dated: _____

Laura Knauss, Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo
Chief Business Officer