



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: March 17, 2022

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

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

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CHILD DEVELOPMENT</u>		
Sacramento Employment and Training Agency (SETA) A22-00062	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2021/22	\$5,751,800 No Match
<p>8/1/22 – 7/31/23: Grant funding application for Head Start Program: Basic \$5,720,600 and Training & Technical Assistance \$31,200. The Child Development Department enrolls and serves 676 Head Start children within wrap Preschool, full-day Children’s Centers and Transitional Kindergarten Collaboration. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Registered nurses, and other health professionals provide direct services and referrals to program participants. Upon submission and approval of Child Development’s grant funding application for Head Start the SCUSD Board of Education authorizes SETA to serve as the grantee, and if awarded, authorizes the Chief Business Officer to execute the sub-grant agreement with reasonable modifications and any other documents required by the funding source.</p>		

<u>SPECIAL EDUCATION</u>		
California Department of Education A22-00066	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$477,100 No Match
<p>7/1/19 – 9/30/21: Mental Health Average Daily Attendance (ADA) Allocation Grant. This federal grant is allocated to Special Education Local Planning Areas (SELPA) for the specific provision of providing Educationally Related Mental Health Services (ERMHS) to qualified students receiving special education services. This provision of services is pursuant to requirements of the Individuals with Disabilities Act.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>TECHNOLOGY SERVICES</u>		
AMS.net	Purchase of maintenance and technical support services for network switches/routers for the 2022/23 school year.	\$127,215 E-Rate Funds
Utilizing SPURR Master Contract: SMC-TN-049	The Purchasing and Technology Services departments find it is in the best interest of the District to utilize SPURR (School Project for Utility Rate Reduction) agreement #SMC-TN-049 pursuant to California Govt. Code § 6500, et seq. SPURR is a Joint Powers Authority (JPA) formed by California public school districts, county offices of education, and community college districts. SPURR aggregates purchasing power and expertise for utilities goods and services for hundreds of public agencies in California. As a member of the SPURR JPA, the District is able to utilize SPURR’s statewide bids to purchase equipment or services directly from AMS.net, without the time and expense of competitively bidding the project itself.	\$22,450 General Fund
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Total: \$149,665

Additionally, because these services are eligible for reimbursement through the E-Rate program the District is only responsible for 15% of the cost.

<p>CDW-G</p> <p>Utilizing SPURR</p> <p>Master Contract: SMC-TN-048</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Purchase of 3-year Cisco DNA enterprise network operation licenses.</p> <p>The Purchasing and Technology Services departments find it is in the best interest of the District to utilize SPURR (School Project for Utility Rate Reduction) agreement #SMC-TN-048 pursuant to California Govt. Code § 6500, et seq. SPURR is a Joint Powers Authority (JPA) formed by California public school districts, county offices of education, and community college districts. SPURR aggregates purchasing power and expertise for utilities goods and services for hundreds of public agencies in California. As a member of the SPURR JPA, the District is able to utilize SPURR's statewide bids to purchase equipment or services directly from CDW-G, without the time and expense of competitively bidding the project itself.</p> <p>Additionally, because these services are eligible for reimbursement through the E-Rate program the District is only responsible for 15% of the cost.</p>	<p>\$186,694 E-Rate Funds</p> <p>\$32,946 General Fund</p> <p>Total: \$219,640</p>
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YOUTH DEVELOPMENT

<p>Roberts Family Development Center SA22-00373</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>6/20/22 – 7/31/22: Develop, maintain and sustain the Freedom School Summer Program at Leataata Floyd. The program will provide summer academic and enrichment services to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents/guardians. The program will also include a nutritious breakfast and lunch for students. The 29-day program will serve 120 students; the exact dates of the program are still to be determined.</p>	<p>\$212,900 ASES Funds</p>
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Unrestricted Funds



ENROLLMENT CENTER

<p>SchoolMint, Inc. SA22-00425</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Approval is requested for implementation and licensing for Enroll Application and Lottery Management system and SchoolFinder software beginning on 4/1/22 with optional annual renewal up to 6/30/27.</p> <p>After an extensive study of the District's enrollment processes, many system limitations were discovered that impede a successful process and experience for families and staff. They include equitable access, operational inefficiencies, data errors from importing/exporting from multiple data sources, customer service and communication, access to decision-making information for families and transparency in the system.</p> <p>As a result, the District has selected SchoolMint, a strategic enrollment management company to centralize all enrollment processes into one system, and provide</p>	<p>Implementation and Prorated Fees for 21/22: \$71,759</p> <p>Annual License 22/23 to 26/27: \$64,038/yr</p> <p>General Fund</p>
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equitable access and information to all families through multiple entry platforms and languages. The system is designed to increase efficiencies and access to real-time data so staff can provide customized support and guidance to families.

Partnering with SchoolMint allows the District to end contracts with multiple outside vendors. The 4/1/22 – 6/30/22 cost of \$71,759 includes one-time installation, set up, and implementation and pro-rated licenses. Moving forward, the annual license fee is \$64,038 based on current enrollment, which is substantially less than the yearly cost for existing services.

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				21	15197	67439	01	
Attention Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Sacramento City Unified SELPA 3412				Resource Code	Revenue Object Code	34		
Telephone 916-643-9000				3327	8182	INDEX		
Name of Grant Program 2021–22 Mental Health Average Daily Attendance (ADA) Allocation						0663		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$477,100		\$477,100		07/01/2021	09/30/2023		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			
84.027A	H027A210116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education			
<p>I am pleased to inform you that you have been funded for the Mental Health ADA Allocation Grant. Funds shall be allocated to Special Education Local Plan Areas for pupils with mental health related services required by their individualized education program. The grant amount is based on the 2019–20 Second Principal (P-2) Apportionment ADA calculations.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification form (AO-400) to:</p> <p style="text-align: center;">Programs and Partnerships Unit California Department of Education 1430 N Street, Suite 2401 Sacramento, CA 95814-5901</p> <p style="text-align: center;">Please also scan and email a copy of the signed Grant Award Notification to PPL@cde.ca.gov.</p>								
California Department of Education Contact Chris Essman				Job Title Education Programs Consultant				
E-mail Address cessman@cde.ca.gov				Telephone 916-327-3507				
Signature of the State Superintendent of Public Instruction or Designee 				Date February 11, 2022				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
Printed Name of Authorized Agent				Title				
E-mail Address				Telephone				
Signature 				Date				

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available at the CDE General Assurances 2021–22 web page at <https://www.cde.ca.gov/fg/fo/fm/generalassurances2021-22.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. The grantee must complete and return the Expenditure Report to the CDE, available at following web page: <https://www.cde.ca.gov/sp/se/as/documents/exprpt2021form.pdf>. Please ensure these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the Expenditure Report for detailed information on reporting requirements and payment reimbursements. **Note:** The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must provide for each member local educational agency receiving IDEA funds the negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies are available on the CDE ICR web page at <https://www.cde.ca.gov/fg/ac/ic/>. The grantee must complete the ICR Report and return with the Final Expenditure Report.
8. The grantee must complete and return to the CDE the Final Expenditure Report and ICR Report no later than **October 9, 2023**, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.

Grant Award Notification (Continued)

10. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

Payment inquiries can be directed to the Administrative Services Unit by email at SEDGrants@cde.ca.gov.

cc: Business Fiscal Officer
Special Education Local Plan Area Director

SPURR MASTER CONTRACT: SMC-TN-049

This SPURR Master Contract (this “SMC”), is made effective as of February 7, 2022 (the “Effective Date”), by and between the School Project for Utility Rate Reduction (“SPURR”) and AMS.NET, Inc. (“Vendor”). Additional information regarding Vendor is set forth on Appendix A to this SMC.

BACKGROUND

- A. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California’s Joint Exercise of Powers Act.
- B. SPURR aggregates purchasing power and expertise for member and non-member facilities across California. In its Telecom and Networking Program, SPURR aggregates purchasing power and expertise for telecommunications, Internet access, and internal connections equipment goods and services (“Services”).
- C. The Schools and Libraries Program of the Universal Service Fund, commonly known as “E-Rate,” is administered by the Schools and Libraries Division of the Universal Service Administrative Company (“USAC-SLD”) under the direction of the Federal Communications Commission (“FCC”) and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
- D. SPURR has established contracts for Services through the following process:
 1. On 10/27/2021, SPURR issued a Request for Proposal for 2022 Network Infrastructure Equipment and Services (the “RFP”) on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for specified Services in response to the RFP.
 2. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 Application, 220002709 as a consortium for Category 2 Services, consisting of Internal Connections; Basic Maintenance of Internal Connections.
 3. SPURR received at least one response to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:

o Price:	40%
o Prior Experience -Technical:	25%
o Understanding of Specified RFP Needs:	20%
o Management Capabilities / Company Capacity:	10%
o Prior SPURR Program Experience:	5%
o TOTAL:	100%
 4. SPURR selected Vendor for an award under the RFP for specified Services (the “Awarded Services”). The parties are entering this SMC to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this SMC to Vendor under the RFP with respect to the Awarded Services at the prices listed in Appendix B. Vendor accepts the award subject to all terms and conditions of the RFP, which terms are incorporated by this reference except as expressly revised by this SMC.

Awarded Services may be delivered commencing on or after 7/1/2022 (the “Service Start Date”). Non-recurring Services defined as Category Two for E-Rate purposes may be delivered commencing on or after 4/1/2022.

Services under this SMC shall be available for orders submitted to SPURR in the form of an Authorization to Order (“ATO”) delivered to SPURR on or before 6/30/2025 (the “Order Due Date”), pursuant to the ATO process described below. SPURR and Vendor may agree to extend the Order Due Date for up to an additional two (2) years beyond the initial Order Due Date.

2. PRICING

This SMC includes the services and pricing offered to SPURR in Vendor’s RFP response, as identified in Tab 5 – Cost Proposals of the RFP and incorporated with any clarifications requested by SPURR into Appendix B of this SMC.

Prices offered by Vendor pursuant to this SMC are “ceiling” or “not-to-exceed” prices.

Vendor may offer lower prices under this SMC, if circumstances warrant.

For Services where Vendor offered SPURR pricing for equipment or services stated as a percentage discount or markup relative to Manufacturer’s Suggested Retail Price or a similar reference price (“MSRP”), then “ceiling” pricing means that Vendor will offer those percentage MSRP discounts or markups, or better, under this SMC through the Order Due Date.

In the case of Services where Vendor offered SPURR rates for professional or administrative services, including any subcontractor services, stated as a rate per hour or per project, then “ceiling” pricing means that Vendor will offer those rates, or better, under this SMC at least through the second anniversary of the Services Start Date. For offers after the second anniversary of the Services Start Date, Vendor may increase offered rates in line with inflation not more than once per year, in amounts as reasonably agreed in advance of such increases by SPURR and Vendor.

3. ELIGIBLE ENTITIES AND PARTICIPANTS

The pricing, terms, and conditions of this SMC will be made available to “Eligible Entities” for the purchase of Awarded Services, whether or not the Eligible Entity is eligible for, or intends to apply for, E-Rate discounts.

Eligible Entities are (a) all California public school districts, county offices of education, and community college districts, whether or not they are members of SPURR, and (b) any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Services through a procurement vehicle such as SPURR. With the consent of Vendor, Eligible Entities may be expanded to include California non-profit entities or public agencies outside of California.

Eligible Entities are free to participate, or not, in any SPURR program, including the Telecom and Networking Program. A “Participant” is an Eligible Entity who chooses to purchase Awarded Services through this SMC.

The parties acknowledge that each Participant is responsible for (a) conducting their own due diligence regarding the suitability of Vendor, Awarded Services, and this SMC for Participant’s needs, (b) entering into one or more agreements with Vendor to document the Awarded Service quantities, total costs, and delivery terms specific to Participant, and (c) if Participant is seeking E-Rate discounts, completing E-Rate Form 471 and all other E-Rate procedures and filings (except for the RFP and SPURR’s E-Rate Form 470s referenced above) necessary for Participant to obtain E-Rate discounts.

For purposes of compliance with California “prevailing wage” law, the parties acknowledge that each Participant is responsible for informing Vendor of the locations where work may be performed and any pertinent wage determination documentation.

The RFP was conducted for the limited purposes specified in the RFP. SPURR does not provide assurance or warranty to Vendor with respect to other issues. SPURR will not represent Vendor in the resolution of disputes with Participants.

4. AUTHORIZATIONS TO ORDER

To confirm Participant’s request to buy, and Vendor’s agreement to sell, specific Awarded Services using the RFP, Participant and Vendor must complete and execute an ATO for such Awarded Services and submit that ATO to SPURR prior to the Order Due Date.

The ATO will be in a form provided by SPURR to Vendor. The ATO will contain a specific description of the Awarded Services ordered, contact information for Vendor and Participant related to the Awarded Services ordered, and an acknowledgement that the purchase is subject to the terms of the RFP and this SMC.

Participant and Vendor may agree on contingencies applicable to delivery of and payment for Awarded Services, including but not limited to timing or funding contingencies. An executed ATO represents an authorization for a Participant to make a purchase under this SMC and does not, in and of itself, represent an obligation for Participant to make a purchase.

A completed ATO must be presented to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services. SPURR will promptly review submitted ATOs and will accept timely submitted and properly completed ATOs. SPURR will provide copies of each accepted ATO to Vendor and Participant who are parties to that ATO.

An ATO is not valid for purchase of Awarded Services until the ATO has been accepted by SPURR, as evidenced by SPURR’s execution of the ATO.

5. PURCHASING UNDER SEPARATE SMCs

In compliance with FCC Order DA 14-1556, released and adopted October 28, 2014, and for the avoidance of doubt, this SMC does not restrict a Participant from purchasing equipment under one SMC while securing installation of that equipment under the same or another SMC. SPURR and Vendor recognize that each Participant shall determine for itself whether purchasing equipment and installation under separate SMCs is the most cost-effective approach to obtaining such equipment and installation services.

6. REPLACEMENT ITEMS

If, prior to the Order Due Date, items included in the Awarded Services are replaced by the supplier or manufacturer with new items, Vendor shall provide notice to SPURR of any replacement items **in advance** of Vendor offering replacement items to a Participant. The notice of replacement items must include (a) a description, price, and discount level (if any) for each replacement item, in searchable PDF format, (b) a written statement, signed by an officer of Vendor, that the replacement items are like-for-like substitutions of items originally included in the Awarded Services and are offered at prices and discount levels (if any) equal to or better than those in the original Appendix B price list.

If advance notice of replacement items is not provided to SPURR, then the replacement items are ineligible for purchase using the RFP, unless and until SPURR in its sole discretion waives the lack of advance notice.

7. PROGRAM PROMOTION

Vendor shall promote and support this SMC using methods that best suit the Vendor's business model, organization, and market approach. Vendor shall take the lead in generating interest in this SMC, shall make its existing clients who are Eligible Entities aware of this SMC, and shall use this SMC as Vendor's preferred form of contracting with Eligible Entities for Awarded Services. Vendor may create and to use marketing and sales materials with SPURR's logo, subject to SPURR's approval of text references to SPURR and the RFP.

Vendor's field and internal sales forces shall be trained and engaged in use of the SMC for the duration of the contract term, with a further commitment that all sales be accurately and timely reported. Vendor shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the SMC.

SPURR shall promote use of this SMC through the creation of marketing materials, as well as active outreach to its constituents. SPURR and Vendor will conduct periodic reviews of Vendor's performance of the commitments outlined in this SMC, as well as leads, current projects and projected sales. If Vendor reports "No Sales" for four (4) consecutive quarters, the Vendor may be put on probationary status as specified by SPURR. If "No Sales" are reported during the probationary period, SPURR may terminate this SMC with a thirty (30) day written notice to the Vendor.

For equipment/goods available under this SMC, Vendor shall be expected to achieve a minimum of \$1 million in gross sales in Year 1 of the SMC and a minimum of \$2 million Year 2 of the SMC. For subscriptions or services available under this SMCs, Vendor shall be expected to achieve a minimum of \$250,000 in gross sales in Year 1 of the SMC and a minimum of \$500,000 in Year 2 of the SMC. Gross sales in Year 1 means the total amount specified in ATOs submitted between the Effective Date and the first anniversary of the Service Start Date. Gross sales in Year 2 of the SMC means the total amount specified in ATOs submitted after the first anniversary but prior to the second anniversary of the Service Start Date.

If minimum sales are not achieved, SPURR may terminate this SMC with a thirty (30) day written notice to the Vendor.

8. TRANSACTION REPORTING

Vendor will comply with all reasonable requests by SPURR for information regarding Vendor's transactions with Participants, including prompt transmittal of transaction data in electronic format.

9. ADMINISTRATIVE FEE

Vendor shall pay SPURR an administrative fee (the "Administrative Fee") equal to three percent (3.0%) of the gross invoiced amount of any Participant agreement with Vendor based on an award under the RFP, **including** any extensions or renewals of Services orders of any duration. Computations of the Administrative Fee shall exclude state, local, or federal sales, use or similar taxes levied on invoiced amounts.

The Administrative Fee is due and payable to SPURR within thirty (30) days of Vendor's receipt of payment for the Services. Past due Administrative Fees shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney's fees, for any past due Administrative Fee balances.

A winning Vendor shall provide monthly or quarterly reports to SPURR showing in reasonable detail the Administrative Fee accrued and paid during such period. Reports to SPURR shall be due within

one month of the end of each month or quarter. Reports shall be provided in Excel, in a format reasonably acceptable to Vendor and to SPURR.

10. INDEMNIFICATION

Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor under this SMC ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, directly caused by the gross negligence or willful misconduct of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this SMC, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties. The reference in this section to indemnification for "subcontractors" shall not include Original Equipment Manufacturers of Services who provide their own warranties to Participants.

11. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this SMC, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

12. SEVERABILITY

If any provision of this SMC is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this SMC will be affected by such holding, and all of the remaining provisions of this SMC will continue in full force and effect.

13. DEFAULTS

If Vendor defaults in its obligations under this SMC, and if such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, then SPURR may pursue any available remedies against Vendor, including but not limited to revocation of the award to Vendor under the RFP.

14. GOVERNING LAW

This SMC shall be governed by California law, without regard to principles of conflicts of law.

15. NOTICES

All notices under this SMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, or (c) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this SMC, or at such other addresses as either party may subsequently designate by notice.

16. TERM

The term of this SMC (the "Term") shall commence on the Effective Date and shall expire on the Order Due Date, subject to (a) extension of the Order Due Date by agreement of the parties as set forth above, and to (b) SPURR's rights to terminate the SMC as set forth above.

The parties understand that Participants may order Awarded Services under this SMC to be delivered after the Term of this SMC. In some cases, Awarded Services may be delivered over

multiple years after the Term. **The expiration or termination of this SMC shall not affect Vendor's obligation to deliver Awarded Services as ordered by Participants during the Term of Vendor's right to receive payment for Awarded Services.**

The parties' respective obligations under the following sections of this SMC shall survive any termination of this SMC: Sections 8 through 15, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

IN WITNESS WHEREOF, the parties have executed this SMC as of the Effective Date.

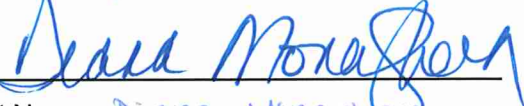
SCHOOL PROJECT FOR UTILITY RATE
REDUCTION, a California joint powers
authority

By: 
Michael Rochman, Managing Director

Address for Notice:

Attn: Managing Director
1850 Gateway Blvd, Suite 235
Concord, CA 94520
Phone: (925)743-1292
Email: Service@spurr.org

AMS.NET, Inc., a Delaware
Company

By: 
Print Name: Diana Monaghan
Print Title: Secretary

Address for Notice:

Attn: Diana Monaghan
Address: 502 Commerce Way

City, State, Zip: Livermore, CA 94581
Phone: (925) 245-6100
Email: ordertracking@ams.net

APPENDIX A – VENDOR INFORMATION

Vendor: AMS.NET, Inc.
SPURR Master Contract: SMC-TN-049
RFP Issued: 10/27/2021
RFP Title: 2022 Network Infrastructure Equipment and Services
E-Rate Services Category: 2
SPURR's E-Rate Form 470 ID: 220002709

Vendor URL (home page or page specific to SPURR program): www.ams.net
Vendor's E-Rate Service Provider Identification Number (SPIN): 143005880
General Description of Vendor: AMS.NET, Inc. is an innovative technology solution provider delivering business outcomes to businesses, educators, and government entities

SMC Notice Contact

Name: Diana Monaghan
Title: Secretary
Address: 502 Commerce Way
City, St, Zip: Livermore, CA, 94551
Phone: (925) 245-6100
Email: ordertracking@ams.net

Sales Contact

Name: Tom Vasconi
Title: Vice President of Sales
Address: 502 Commerce Way
City, St, Zip: Livermore, CA, 94551
Phone: (925) 245-6128
Email: tvasconi@ams.net

Technical Contact

Name: John Stott
Title: Vice President of Engineering
Address: 502 Commerce Way
City, St, Zip: Livermore, CA, 94551
Phone: (925) 245-6100
Email: jstott@ams.net

Invoicing/Payables Contact

Name: Finance Team
Title: Accounts Payable
Address: 502 Commerce Way
City, St, Zip: Livermore, CA 94551
Phone: (925) 245-6100
Email: finance@ams.net

E-Rate Contact (Optional)

Name: _____
Title: _____
Address: _____
City, St, Zip: _____
Phone: _____
Email: _____

Other Contact (Optional)

Name: _____
Title: _____
Address: _____
City, St, Zip: _____
Phone: _____
Email: _____

APPENDIX B – VENDOR PRICING

Vendor: AMS.NET, Inc.

SPURR Master Contract: SMC-TN-049

RFP Issued: 10/27/2021

RFP Title: 2022 Network Infrastructure Equipment and Services

Services:

a. Barracuda Networks equipment

b. Cisco Systems and Cisco Meraki equipment

c. Extreme Networks equipment

d. Fortinet equipment

e. HPE and HPE Aruba equipment

f. Juniper Networks equipment

g. Ruckus equipment (wired)

h. APC UPS/Power Conditioning

i. Eaton UPS/Power Conditioning

j. N1C UPS/Power Conditioning

k. Tripp Lite UPS/Power Conditioning

l. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment

m. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly

Price List: Itemized price list must either (a) be attached to SMC, or (b) if document is too lengthy to attach conveniently, be provided to SPURR in a searchable spreadsheet or PDF format file with a title referencing SMC-TN-049 and the pricing file effective date.

Sacramento City Unified School District

Manufacturer: Cisco System Inc.

AMS.Net 7-22to6-23

Line	Item	Qty	Unit Price	Extended Price
1	CON-SNTP-M36X24FS	3.00	\$ 614.64	\$ 1,843.92
2	CON-SNTP-LME360XG	3.00	\$ 107.94	\$ 323.82
3	CON-SNT-AIRCT85	1.00	\$ 6,220.28	\$ 6,220.28
4	CON-SNT-8510CAK9	1.00	\$ 9,330.42	\$ 9,330.42
5	CON-SW-WSC296XL	1.00	\$ 419.23	\$ 419.23
6	CON-SW-C45X32SF	1.00	\$ 1,792.92	\$ 1,792.92
7	CON-SW-WSC365FD	1.00	\$ 702.16	\$ 702.16
8	CON-SNT-3925	1.00	\$ 805.67	\$ 805.67
9	CON-SNT-2951V	1.00	\$ 997.01	\$ 997.01
10	CON-SNT-UCSPMINI	1.00	\$ 143.31	\$ 143.31
11	CON-SNT-FIM6324	2.00	\$ 60.24	\$ 120.48
12	CON-SNT-BB200M5U	2.00	\$ 234.50	\$ 469.00
13	CON-ISV1-VSXEPL1A	5.00	\$ 903.83	\$ 4,519.15
14	CON-SNT-ISR4331V	2.00	\$ 388.14	\$ 776.28
15	CON-SNTP-ASR920SZ	1.00	\$ 514.56	\$ 514.56
16	CON-SNTP-ASR920SI	1.00	\$ 80.40	\$ 80.40
17	CON-SNTP-ASR92024	1.00	\$ 171.52	\$ 171.52
18	CON-SNT-ASR920SZ	1.00	\$ 321.60	\$ 321.60
19	CON-SNT-ASR920SI	1.00	\$ 80.40	\$ 80.40
20	CON-ECMU-P122SW	1.00		\$ -
21	CON-ECMU-P2XLF1H	3.00		\$ -
22	CON-ECMU-LICCT8T1	844.00	\$ 16.08	\$ 13,571.52
23	CON-ECMU-P2XLF50	1.00		\$ -
24	CON-ECMU-P2XLF1K	3.00		\$ -
25	CON-ECMU-PI2XBASE	1.00		\$ -
26	CON-SNT-2FFI6454	2.00	\$ 1,119.57	\$ 2,239.14
27	CON-OSP-C220M5B2	1.00	\$ 553.31	\$ 553.31
28	CON-OSP-5108AC	1.00	\$ 232.70	\$ 232.70
29	CON-SNTP-9418S16	2.00	\$ 224.45	\$ 448.90
30	CON-OSP-B200M5C2	8.00	\$ 403.63	\$ 3,229.04
31	CON-SW-2951	2.00	\$ 844.38	\$ 1,688.76
32	CON-SNT-2C6508	2.00	\$ 83.09	\$ 166.18
33	CON-SNT-A85S2K9	2.00	\$ 5,741.23	\$ 11,482.46
34	CON-SW-3925V	12.00	\$ 927.37	\$ 11,128.44
35	CON-SW-2951V	72.00	\$ 844.38	\$ 60,795.36
36	CON-SNTP-M36X24TS	1.00	\$ 533.14	\$ 533.14
37	CON-SNTP-ME3600XA	1.00	\$ 91.64	\$ 91.64
38	CON-SNTP-LME360XG	1.00	\$ 68.73	\$ 68.73
39	CON-SNTP-VS13E2T	1.00	\$ 13,803.34	\$ 13,803.34

\$ 149,664.79

Erate at 85% \$ 127,215.07

Cost to District \$22,449.72

SPURR MASTER CONTRACT: SMC-TN-048

This SPURR Master Contract (this “SMC”), is made effective as of February 7, 2022 (the “Effective Date”), by and between the School Project for Utility Rate Reduction (“SPURR”) and CDW Government LLC (“Vendor”). Additional information regarding Vendor is set forth on Appendix A to this SMC.

BACKGROUND

- A. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California’s Joint Exercise of Powers Act.
- B. SPURR aggregates purchasing power and expertise for member and non-member facilities across California. In its Telecom and Networking Program, SPURR aggregates purchasing power and expertise for telecommunications, Internet access, and internal connections equipment goods and services (“Services”).
- C. The Schools and Libraries Program of the Universal Service Fund, commonly known as “E-Rate,” is administered by the Schools and Libraries Division of the Universal Service Administrative Company (“USAC-SLD”) under the direction of the Federal Communications Commission (“FCC”) and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
- D. SPURR has established contracts for Services through the following process:
 1. On 10/27/2021, SPURR issued a Request for Proposal for 2022 Network Infrastructure Equipment and Services (the “RFP”) on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for specified Services in response to the RFP.
 2. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 Application, 220002709 as a consortium for Category 2 Services, consisting of Internal Connections; Basic Maintenance of Internal Connections.
 3. SPURR received at least one response to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:

○ Price:	40%
○ Prior Experience -Technical:	25%
○ Understanding of Specified RFP Needs:	20%
○ Management Capabilities / Company Capacity:	10%
○ Prior SPURR Program Experience:	5%
○ TOTAL:	100%
 4. SPURR selected Vendor for an award under the RFP for specified Services (the “Awarded Services”). The parties are entering this SMC to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this SMC to Vendor under the RFP with respect to the Awarded Services at the prices listed in Appendix B. Vendor accepts the award subject to all terms and conditions of the RFP, which terms are incorporated by this reference except as expressly revised by this SMC.

Awarded Services may be delivered commencing on or after 7/1/2022 (the “Service Start Date”). Non-recurring Services defined as Category Two for E-Rate purposes may be delivered commencing on or after 4/1/2022.

Services under this SMC shall be available for orders submitted to SPURR in the form of an Authorization to Order (“ATO”) delivered to SPURR on or before 6/30/2025 (the “Order Due Date”), pursuant to the ATO process described below. SPURR and Vendor may agree to extend the Order Due Date for up to an additional two (2) years beyond the initial Order Due Date.

2. PRICING

This SMC includes the services and pricing offered to SPURR in Vendor’s RFP response, as identified in Tab 5 – Cost Proposals of the RFP and incorporated with any clarifications requested by SPURR into Appendix B of this SMC.

Prices offered by Vendor pursuant to this SMC are “ceiling” or “not-to-exceed” prices.

Vendor may offer lower prices under this SMC, if circumstances warrant.

For Services where Vendor offered SPURR pricing for equipment or services stated as a percentage discount or markup relative to Manufacturer’s Suggested Retail Price or a similar reference price (“MSRP”), then “ceiling” pricing means that Vendor will offer those percentage MSRP discounts or markups, or better, under this SMC through the Order Due Date.

In the case of Services where Vendor offered SPURR rates for professional or administrative services, including any subcontractor services, stated as a rate per hour or per project, then “ceiling” pricing means that Vendor will offer those rates, or better, under this SMC at least through the second anniversary of the Services Start Date. For offers after the second anniversary of the Services Start Date, Vendor may increase offered rates in line with inflation not more than once per year, in amounts as reasonably agreed in advance of such increases by SPURR and Vendor.

3. ELIGIBLE ENTITIES AND PARTICIPANTS

The pricing, terms, and conditions of this SMC will be made available to “Eligible Entities” for the purchase of Awarded Services, whether or not the Eligible Entity is eligible for, or intends to apply for, E-Rate discounts.

Eligible Entities are (a) all California public school districts, county offices of education, and community college districts, whether or not they are members of SPURR, and (b) any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Services through a procurement vehicle such as SPURR. With the consent of Vendor, Eligible Entities may be expanded to include California non-profit entities or public agencies outside of California.

Eligible Entities are free to participate, or not, in any SPURR program, including the Telecom and Networking Program. A “Participant” is an Eligible Entity who chooses to purchase Awarded Services through this SMC.

The parties acknowledge that each Participant is responsible for (a) conducting their own due diligence regarding the suitability of Vendor, Awarded Services, and this SMC for Participant’s needs, (b) entering into one or more agreements with Vendor to document the Awarded Service quantities, total costs, and delivery terms specific to Participant, and (c) if Participant is seeking E-Rate discounts, completing E-Rate Form 471 and all other E-Rate procedures and filings (except for the RFP and SPURR’s E-Rate Form 470s referenced above) necessary for Participant to obtain E-Rate discounts.

For purposes of compliance with California “prevailing wage” law, the parties acknowledge that each Participant is responsible for informing Vendor of the locations where work may be performed and any pertinent wage determination documentation.

The RFP was conducted for the limited purposes specified in the RFP. SPURR does not provide assurance or warranty to Vendor with respect to other issues. SPURR will not represent Vendor in the resolution of disputes with Participants.

4. AUTHORIZATIONS TO ORDER

To confirm Participant’s request to buy, and Vendor’s agreement to sell, specific Awarded Services using the RFP, Participant and Vendor must complete and execute an ATO for such Awarded Services and submit that ATO to SPURR prior to the Order Due Date.

The ATO will be in a form provided by SPURR to Vendor. The ATO will contain a specific description of the Awarded Services ordered, contact information for Vendor and Participant related to the Awarded Services ordered, and an acknowledgement that the purchase is subject to the terms of the RFP and this SMC.

Participant and Vendor may agree on contingencies applicable to delivery of and payment for Awarded Services, including but not limited to timing or funding contingencies. An executed ATO represents an authorization for a Participant to make a purchase under this SMC and does not, in and of itself, represent an obligation for Participant to make a purchase.

A completed ATO must be presented to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services. SPURR will promptly review submitted ATOs and will accept timely submitted and properly completed ATOs. SPURR will provide copies of each accepted ATO to Vendor and Participant who are parties to that ATO.

An ATO is not valid for purchase of Awarded Services until the ATO has been accepted by SPURR, as evidenced by SPURR’s execution of the ATO.

5. PURCHASING UNDER SEPARATE SMCs

In compliance with FCC Order DA 14-1556, released and adopted October 28, 2014, and for the avoidance of doubt, this SMC does not restrict a Participant from purchasing equipment under one SMC while securing installation of that equipment under the same or another SMC. SPURR and Vendor recognize that each Participant shall determine for itself whether purchasing equipment and installation under separate SMCs is the most cost-effective approach to obtaining such equipment and installation services.

6. REPLACEMENT ITEMS

If, prior to the Order Due Date, items included in the Awarded Services are replaced by the supplier or manufacturer with new items, Vendor shall provide notice to SPURR of any replacement items **in advance** of Vendor offering replacement items to a Participant. The notice of replacement items must include (a) a description, price, and discount level (if any) for each replacement item, in searchable PDF format, (b) a written statement, signed by an officer of Vendor, that the replacement items are like-for-like substitutions of items originally included in the Awarded Services and are offered at prices and discount levels (if any) equal to or better than those in the original Appendix B price list.

If advance notice of replacement items is not provided to SPURR, then the replacement items are ineligible for purchase using the RFP, unless and until SPURR in its sole discretion waives the lack of advance notice.

7. PROGRAM PROMOTION

Vendor shall promote and support this SMC using methods that best suit the Vendor's business model, organization, and market approach. Vendor shall take the lead in generating interest in this SMC, shall make its existing clients who are Eligible Entities aware of this SMC, and shall use this SMC as Vendor's preferred form of contracting with Eligible Entities for Awarded Services. Vendor may create and to use marketing and sales materials with SPURR's logo, subject to SPURR's approval of text references to SPURR and the RFP.

Vendor's field and internal sales forces shall be trained and engaged in use of the SMC for the duration of the contract term, with a further commitment that all sales be accurately and timely reported. Vendor shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the SMC.

SPURR shall promote use of this SMC through the creation of marketing materials, as well as active outreach to its constituents. SPURR and Vendor will conduct periodic reviews of Vendor's performance of the commitments outlined in this SMC, as well as leads, current projects and projected sales. If Vendor reports "No Sales" for four (4) consecutive quarters, the Vendor may be put on probationary status as specified by SPURR. If "No Sales" are reported during the probationary period, SPURR may terminate this SMC with a thirty (30) day written notice to the Vendor.

For equipment/goods available under this SMC, Vendor shall be expected to achieve a minimum of \$1 million in gross sales in Year 1 of the SMC and a minimum of \$2 million Year 2 of the SMC. For subscriptions or services available under this SMCs, Vendor shall be expected to achieve a minimum of \$250,000 in gross sales in Year 1 of the SMC and a minimum of \$500,000 in Year 2 of the SMC. Gross sales in Year 1 means the total amount specified in ATOs submitted between the Effective Date and the first anniversary of the Service Start Date. Gross sales in Year 2 of the SMC means the total amount specified in ATOs submitted after the first anniversary but prior to the second anniversary of the Service Start Date.

If minimum sales are not achieved, SPURR may terminate this SMC with a thirty (30) day written notice to the Vendor.

8. TRANSACTION REPORTING

Vendor will comply with all reasonable requests by SPURR for information regarding Vendor's transactions with Participants, including prompt transmittal of transaction data in electronic format.

9. ADMINISTRATIVE FEE

Vendor shall pay SPURR an administrative fee (the "Administrative Fee") equal to three percent (3.0%) of the gross invoiced amount of any Participant agreement with Vendor based on an award under the RFP, **including** any extensions or renewals of Services orders of any duration. Computations of the Administrative Fee shall exclude state, local, or federal sales, use or similar taxes levied on invoiced amounts.

The Administrative Fee is due and payable to SPURR within thirty (30) days of Vendor's receipt of payment for the Services. Past due Administrative Fees shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney's fees, for any past due Administrative Fee balances.

A winning Vendor shall provide monthly or quarterly reports to SPURR showing in reasonable detail the Administrative Fee accrued and paid during such period. Reports to SPURR shall be due within

one month of the end of each month or quarter. Reports shall be provided in Excel, in a format reasonably acceptable to Vendor and to SPURR.

10. INDEMNIFICATION

Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor under this SMC (“Indemnified Parties”) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney’s fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, directly caused by the gross negligence or willful misconduct of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this SMC, or arising out of worker’s compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor’s indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties. The reference in this section to indemnification for “subcontractors” shall not include Original Equipment Manufacturers of Services who provide their own warranties to Participants.

11. ATTORNEYS’ FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this SMC, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which the party may be entitled.

12. SEVERABILITY

If any provision of this SMC is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this SMC will be affected by such holding, and all of the remaining provisions of this SMC will continue in full force and effect.

13. DEFAULTS

If Vendor defaults in its obligations under this SMC, and if such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, then SPURR may pursue any available remedies against Vendor, including but not limited to revocation of the award to Vendor under the RFP.

14. GOVERNING LAW

This SMC shall be governed by California law, without regard to principles of conflicts of law.

15. NOTICES

All notices under this SMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, or (c) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this SMC, or at such other addresses as either party may subsequently designate by notice.

16. TERM

The term of this SMC (the “Term”) shall commence on the Effective Date and shall expire on the Order Due Date, subject to (a) extension of the Order Due Date by agreement of the parties as set forth above, and to (b) SPURR’s rights to terminate the SMC as set forth above.

The parties understand that Participants may order Awarded Services under this SMC to be delivered after the Term of this SMC. In some cases, Awarded Services may be delivered over

multiple years after the Term. **The expiration or termination of this SMC shall not affect Vendor's obligation to deliver Awarded Services as ordered by Participants during the Term of Vendor's right to receive payment for Awarded Services.**

The parties' respective obligations under the following sections of this SMC shall survive any termination of this SMC: Sections 8 through 15, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

IN WITNESS WHEREOF, the parties have executed this SMC as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE
REDUCTION, a California joint powers
authority

By: Michael Rochman, Managing Director



Address for Notice:

Attn: Managing Director
1850 Gateway Blvd, Suite 235
Concord, CA 94520
Phone: (925)743-1292
Email: Service@spurr.org

CDW Government LLC, a limited liability
company

Dario Bertocchi

By: _____

Print Name: Dario Bertocchi

Print Title: Director, Program Sales

Address for Notice:

Attn: Director, Program Sales; cc: General Counsel
Address: 230 N. Milwaukee Ave

City, State, Zip: Vernon Hills, IL 60061

Phone: 847-371-6080

Email: cdwg-premiumpages@cdw.com

APPENDIX A – VENDOR INFORMATION

Vendor: CDW Government LLC
SPURR Master Contract: SMC-TN-048
RFP Issued: 10/27/2021
RFP Title: 2022 Network Infrastructure Equipment and Services
E-Rate Services Category: 2
SPURR's E-Rate Form 470 ID: 220002709

Vendor URL (home page or page specific to SPURR program): Pending.
Vendor's E-Rate Service Provider Identification Number (SPIN): 143005588
General Description of Vendor: CDW-G is a global system integrator that enables and empowers our customers to get the most out of the transformational impact of our partners' technology.

SMC Notice Contact

Name: Dario Bertocchi; Rick Kulevich
Title: Dir, Program Sales; cc: General Counsel
Address: 230 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: _____
Email: _____

Sales Contact

Name: Angela Gadiant
Title: Field Sales Manager
Address: 230 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: 312.547.2264
Email: angela@cdwg.com

Technical Contact

Name: JJ Josen
Title: Sr. Manager Integrated Service Delivery
Address: 21929 Cortina Pl
City, St, Zip: Chatsworth, CA 91311
Phone: 818.254.1739
Email: jonajos@cdw.com

Invoicing/Payables Contact

Name: Tina Paddock
Title: Accounts Receivable Manager
Address: 200 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: 847.419.6212
Email: tinasae@cdw.com

E-Rate Contact (Optional)

Name: Jeff Hagen
Title: Manager, Program Management
Address: 230 N. Milwaukee Ave
City, St, Zip: Vernon Hills, IL 60061
Phone: 813.462.4055
Email: jeff.hagen@cdwg.com

Other Contact (Optional)

Name: _____
Title: _____
Address: _____
City, St, Zip: _____
Phone: _____
Email: _____

APPENDIX B – VENDOR PRICING

Vendor: CDW Government LLC

SPURR Master Contract: SMC-TN-048

RFP Issued: 10/27/2021

RFP Title: 2022 Network Infrastructure Equipment and Services

Services:

a. Cisco Systems and Cisco Meraki equipment

b. Extreme Networks equipment

c. Fortinet equipment

d. HPE and HPE Aruba equipment

e. Juniper Networks equipment

f. Palo Alto Networks equipment

g. Ruckus equipment (wired)

h. APC UPS/Power Conditioning

i. Vertiv UPS/Power Conditioning

j. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment

k. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly

Price List: Itemized price list must either (a) be attached to SMC, or (b) if document is too lengthy to attach conveniently, be provided to SPURR in a searchable spreadsheet or PDF format file with a title referencing SMC-TN-048 and the pricing file effective date.

Sacramento City Unified School District

Coverage Dates: 7/1/22 to 06/30/23

Erate being requested from July 1, 2022 through June 30, 2023

Manufacturer: Cisco System Inc.

CDWG

Line	Item	Description	Qty	Unit Price	Extended Price
1	EDU-DNA-E-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years)	2000.00	\$109.82	\$219,640.00

Erate at 85% \$ 186,694.00
Cost to District \$32,946.00

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Roberts Family Development Center**

The Sacramento City Unified School District (“District”) and the Roberts Family Development Center (RFDC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on February 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage ROBERTS FAMILY DEVELOPMENT CENTER to develop, maintain and sustain Freedom School Summer Program, providing summer academic and enrichment services to the following sites during Summer 2022: Leataata Floyd Elementary. The primary purpose of Freedom School Summer Program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, ROBERTS FAMILY DEVELOPMENT CENTER will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School Summer Program** at the aforementioned site. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All RFDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFDC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. RFDC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iii RFDC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 29 days, District shall reimburse RFDC for direct services not to exceed **\$212,900.00** be made in installments upon receipt of three properly submitted invoices. The first invoice for \$70,966.67 will be submitted ~~during the month of March in order to cover~~ (Upon Board approval) ~~the overhead and staff training costs.~~ The second and third invoice should be submitted in July and August respectively. Mid June Upon District receiving roster of participants Within one week of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (29)
Freedom School Summer Program	Leataata Floyd	\$212,900.00	120 students/per day
Total Amount		\$212,900.00	

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFDC and each of RFDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, RFDC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. RFDC will also provide a written endorsement to such policies-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 RFDC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from February 1, 2022, through August 5, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract 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 is adjudged as 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 Contract 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 Contract, 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.

H. Indemnity. RFDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any

actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. 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, gender identity, sexual orientation, 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.

J. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

K. 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.

L. Assignment. This Agreement is made by and between RFDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

M. Entire Agreement. This Agreement constitutes the entire agreement between RFDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

N. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

O. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

P. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

Q. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: ROBERTS FAMILY DEVELOPMENT CENTER

By: Derrell K. Roberts
Authorized Signature

1/30/2022
Date

Print Name: Derrell K. Roberts

Title: C.E.O.

Phone Number: 916-803-8461

Email: Derrell.roberts@robertsfdc.org

Sacramento City Unified School District and Roberts Family Development Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for Leataata Floyd that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of ROBERTS FAMILY DEVELOPMENT CENTER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Roberts Family Development Center shall:

1. All Freedom School Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the Freedom School proposal.
3. Work closely with school site and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by RFDC and adjustments made to ensure that the program maximizes all funding reimbursements not to exceed available funding.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Program" Report on status of all outcomes and objectives.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **RFDC shall maintain 85% or above of targeted attendance for the school site for the entire program. All Freedom School program students will be enrolled in *Infinite Campus (IC)*, District's student information system and attendance will be taken and recorded daily in IC.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. In-person field trips will require prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.

14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER that is employed until end of summer program 08/5/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
18. Act as liaison with parents in supporting family engagement.
19. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the program.
8. Meet weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Freedom School Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Manager will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate Freedom School programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aides will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, RFDC enters this COVID-19 Addendum as RFDC would be providing services at Leataata Floyd Elementary:

1. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFDC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

RFDC: Derrell Roberts

Address: 770 Darina Ave. Sacramento CA 95815

Signature and Title:  CEO/Co-Founder

Work Phone: 916-803-8461

Other Phone:



Contract for Sacramento City
Unified School District

Pricing Valid Until 3/31/2022

Prepared for:

Sacramento City Unified School District

Created by:

Matt Coats
SchoolMint, Inc.

ORDER FORM

This Order Form (this "Order Form") is entered into as of _____ (the "Effective Date"), by and between Sacramento City Unified School District ("Client"), and SchoolMint, Inc., a Delaware corporation ("SchoolMint"). This Order Form is for a subscription to one or more of SchoolMint's software as a service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"). This Order Form is subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

Subscription Term. Access to the Services described below shall remain in effect from _____ until _____ ("Subscription Term") unless earlier terminated in accordance with the MSA. The Subscription Term will renew for additional annual periods at the end of the initial Subscription Term unless Client provides SchoolMint with at least 60 day advance written notice prior to the expiration of the existing Subscription Term.

License Limitations and Fees. Access to the Services is subject to the following restrictions and payment of the following fees:

Type of License	Quantity
# of Students	39,711
Subscription Term	15 Months

Product Name	Price	QTY	Subtotal
Recurring Products (15 Month Term)			
Enroll Application & Lottery Management <small>Software License</small>	\$57,084.56	1	\$57,084.56
SchoolFinder <small>Software License</small>	\$22,337.44	1	\$22,337.44
Enroll Standard Support	\$0.00	1	\$0.00
SIS Sync via sFTP	\$0.00	1	\$0.00

Hosted sFTP Site for SIS Sync Requested by SCUSD IT	\$625.00	1	\$625.00
One Time Products			
Implementation Services Virtual setup and training	\$50,000.00	1	\$50,000.00
Single Sign On for Admins via SAML or LDAP Requested by SCUSD IT	\$5,750.00	1	\$5,750.00

Total \$135,797.00

At the end of each the initial Subscription Term and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%. For any increase above 5% Schoolmint will notify Client prior to each renewal.

Your contract includes up to 167 hours of implementation services (configuration, set-up, and account management) to be used within 12 months.¹ This is sufficient to meet the needs of most organizations. If necessary, additional hours above that threshold can be purchased through SchoolMint at \$150/hr for account service or \$250/hr for engineering work.

Following initial implementation, annual license fees include hosting, monthly product releases, security, and support as specified for your package below.

Enrollment Standard Support

Standard Support & Customer Success is included with your paid subscription. Standard Support services include:

- Year-round access to training videos, launch checklists & best practice tips
- Access to Zendesk Knowledge Base with articles to Prepare, Launch & Manage online enrollment
- Access to Walk-Thru tutorials built-in to the product
- Access to email support for admins during standard business hours
- Annual account review conducted virtually.

Support tiers are subject to change on an annual basis.

CONDITIONS OF AGREEMENT: Order Form valid for 30 days. Please review the applicable license agreement(s) provided by your account manager. Ongoing fees are invoiced annually. See page 2 for estimated ongoing expenses.

All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order.

Annual Audits. At any time during the Subscription Term, Customer may allow new Users to access the Services by acquiring additional user licenses, with the additional user licenses being subject to the annual subscription fees specified on the Purchase Order. Provider shall have the right to audit User access during each Subscription Term and bill Customer for any additional Users accessing the Services. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Customer following an audit.

Rate Schedule

The following is a schedule of rates for additional services. **These fees do not include T&E (travel and expenses). SchoolMint will invoice T&E separately upon Customer's approval.

Service	Description	Price
Onsite Training/Consultation (1 day) **	Includes travel expenses for 1 person; available as an upgrade on select Support Tiers	\$3,000
Onsite Training/Consultation (2 days) **	Includes travel expenses for 1 person; available as an upgrade on select Support Tiers	\$5,000
Account Service/Consulting Blocks	Services sold in 5-hour, 10-hour, 20-hour, and 50-hour packs; can be purchased as recurring or one-time	\$150/hour
Additional Account Service/Consulting	General account service during implementation (project management, set-up, configuration, etc.)	\$150/hour
Professional Services Engineering	Data import/export work including polygon ingestion for catchment areas, creation of custom reports, generation of imports, additional SIS mapping work, etc.	\$150/hour
Engineering & Customization	Any custom request requiring product and/or engineering involvement; includes specification gathering, design, development & testing of custom work	\$250/hour
Data Entry	Imports (including waitlist rollovers) that follow an existing import script and have no major data formatting issues	\$100/hour

Service	Description	Price
Additional Virtual Training	Virtual training (preparation and delivery)	\$150/hour

Invoice Schedule

Invoice Date	Payment Amount
4/1/2022	\$71,759.40
7/1/2022	\$64,037.60

Please make all checks payable to:

SchoolMint, Inc.
 18520 NW 67 Ave., #227
 Miami, FL 33015

Payments can also be made by bank transfer to:

Bank Name: Webster Bank
Bank Holder: SchoolMint, Inc.
Account No.: 23135570
ABA/Routing #: 211170101
Terms: Net 30 days or as otherwise set forth in the MSA

Role Definition: The undersigned is authorized to bind the Customer, including without limitation, approve and execute the Agreement, changes to the Agreement, and serve as the primary point of communication to ensure progress.

Sacramento City Unified School District

SchoolMint, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Client Information Sheet

Main Contact

Name: _____

Phone: _____

Email Address: _____

Address: _____

Onboarding/Implementation Contact

Name: _____

Phone: _____

Email Address: _____

Address: _____

Invoice will be generated with contract "Effective date" and is payable per the terms of the contract unless otherwise stated in the Order Form

Company Name on Invoice: _____

Attention to: _____

Phone: _____

Email Address: _____

Address: _____

Billing Contact

Name: _____

Phone: _____

Email Address: _____

Address: _____

Billing Requests/Notes: (If PO is required prior to invoicing, please advise here)

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of _____ (the "Effective Date") between Sacramento City Unified School District ("Client") and SchoolMint, Inc., a Delaware corporation having its principal place of business at 1100 Bertrand Drive, Suite B, Lafayette, LA. 70506 ("SchoolMint") (Client and SchoolMint are referenced herein as each a "Party" and collectively the "Parties").

1. Definitions.

- a. **"Services"** means the services and Software described in the applicable Order Form that references this Agreement ("Order Form") and any Documentation related thereto.
- b. **"Documentation"** means technical materials provided by SchoolMint to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that SchoolMint may provide Client to describe functionality intended for sales and/or marketing purposes.
- c. **"Software"** means the SchoolMint software products and solutions described in the Order Form.
- d. **"Subscription Period"** means the subscription period for the Software as set forth in the Order Form unless terminated earlier in accordance with Section 14 ("**Termination**").

2. Subscribing to the Software and Access to the Services. Client will subscribe to the Software and gain access to the Services by executing an Order Form with SchoolMint. In the event of any conflict between this Agreement and the terms set forth in the Order Form, the Order Form shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Additional Order Forms may be entered into by the Parties to subscribe to additional or different features of the Services.

3. License.

- a. **License Grant.** Subject to the terms and conditions of this Agreement and SchoolMint's Privacy Policy, available upon request, and fully incorporated by reference herein, SchoolMint grants to Client a non-exclusive, non-transferable license during the Subscription Period, to access the Software through the User IDs and to operate the features of the Software according to the Documentation under normal circumstances.
- b. **User IDs.** SchoolMint will issue unique User IDs to each of the Client Personnel (as defined below) specified by Client from time to time to access and use the Software. Client Personnel will access and use the Software only through the User IDs issued by SchoolMint for such Client Personnel. Each User ID may be used only to access the Software during one (1) concurrent login session. Client will not allow Client Personnel to share User IDs with any third parties, which require prior written approval for access by SchoolMint. **"Client Personnel"** means those personnel of Client who have been provided with authorized administrative access to the Software. Client is responsible for all activity occurring under its User IDs. Client is responsible for all use of the Services by Client Personnel and for maintaining the confidentiality of all User IDs and will promptly notify SchoolMint of any actual or suspected unauthorized use of the Services. SchoolMint reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose.
- c. **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) to access or use the Services other than Client Personnel explicitly authorized by SchoolMint; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. Client shall hold SchoolMint harmless from any and all claims relating to Client's misuse of Software and/or Services rendered by SchoolMint to Client, including SchoolMint's intellectual property.
- d. **Harmful Content.** In using the Software, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D)

contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable in SchoolMint's sole opinion; and (ii) Client shall ensure that Client's use of the Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

- e. **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Services, including (a) providing Client Personnel lists to setup User IDs, (b) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications SchoolMint provides Client, and (c) designating Client Personnel to participate in training.
- f. **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and the Order Form, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.
- g. **Hosting Services.** SchoolMint will provide the hosting services ("**Hosting Services**") for the Software through a third party hosting facility (such as AWS) and may update the content, functionality and user interface of the Hosting Services from time to time in its sole discretion and in accordance with this Agreement. In order to use the Software, Client must have or obtain access to the internet. Client agrees that SchoolMint is not providing Client with access to the internet in order to use the Software and that Client is solely responsible for obtaining and maintaining such internet access and for providing all equipment necessary to obtain and maintain such internet access. SchoolMint does not and cannot control the flow of data to or from SchoolMint's network, designated hosting facility and/or other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the internet (or portions thereof). SchoolMint agrees to use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events. However, SchoolMint cannot guarantee that such events will not occur. Accordingly, SchoolMint disclaims any and all liability resulting from or related to such event.
- h. **Equipment.** If Client has purchased any equipment from SchoolMint as set forth in the Order Form, then such equipment is provided "AS-IS" from the manufacturer and SchoolMint makes no warranties, express or implied, with respect to such equipment. To the extent permitted by the manufacturer, all manufacturer's warranties will be passed through to Client.

4. Reservation of Rights.

- a. **SchoolMint.** SchoolMint expressly reserves all rights in the Services, Software, Documentation, and all other materials provided by SchoolMint hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Services, Software, Documentation, and all other materials provided by SchoolMint hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with SchoolMint (or third party suppliers, if applicable) and that the Services, Software, Documentation, and all other materials provided by SchoolMint hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license discussed herein.
- b. **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel) uploads through the Services and all results from processing such data, including compilations, and derivative works thereof (the "**Client Data**"), except that Client grants SchoolMint a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Service features for Client's benefit. Notwithstanding the foregoing, SchoolMint may use and distribute aggregated and/or de-identified data that is derived from the Client Data for any lawful purpose and such aggregated and/or de-identified data shall be owned by SchoolMint. Client represents and warrants that Client has all rights under applicable law to provide the Client Data, including any personal information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Order Form ("**Initial Term**"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "**Renewal Term**" and together with the Initial Term, the "**Term**"). The Renewal Terms will be invoiced at then-current rates. Expiration or termination of an Order Form shall not affect any other Order Form, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("**Termination**").

6. User Documentation. The Services may contain online Documentation describing the operation of the Services under normal circumstances. No source code or technical-level documentation to the Services is licensed under this Agreement.

7. Client Support. During the Subscription Period for the applicable Services, SchoolMint will provide the following standard customer support:

- a. **Web Support.** Client's designated representative shall have access to SchoolMint's technical support web site and may use the website to submit service requests. SchoolMint will use reasonable efforts to respond in a timely manner under the given circumstances.
- b. **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply SchoolMint with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software and otherwise in conformity with SchoolMint's minimum requirements as made available to Client; and (iii) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software. Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, SchoolMint may maintain e-mail distribution lists that are used to notify customers of the availability of fixes and new versions and to provide other information to customers that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such e-mail distribution lists of SchoolMint so that Client receives such notifications and other information.
- c. **Service Upgrades and Scheduled Downtime.** Client shall receive access to upgraded versions of the Services as made available by SchoolMint from time to time, and at no additional charge. SchoolMint may from time to time schedule downtime for maintenance and upgrades. SchoolMint may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. SchoolMint will strive to perform updates during non-peak hours.

8. Professional Services. In consideration of Client's payment of the applicable fees and expenses set forth in the Order Form for professional services, SchoolMint will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by SchoolMint as set forth herein ("**Professional Services**"). Training may be conducted at SchoolMint's training facility, at Client's location, or by teleconference, as agreed by the Parties. In the event that Professional Services are provided beyond standard service offerings provided in connection with the licensing of the Software (such as custom

design or custom implementations), then such additional Professional Services shall be described in a separate statement of work to be entered into between the Parties.

9. Fees and Payment.

- a. Subscription Fees.** Subscription Fees (set forth in each Order Form) are payable in advance pursuant to subsection 9(b) below. SchoolMint will issue an invoice for each payment annually.
- b. Fees.** The Subscription Fees and all other fees and expenses set forth in each Order Form (all such fees are collectively "Fees") will be invoiced and are payable net thirty (30) days after the invoice date.
- c. Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. SchoolMint reserves the right to suspend access to the Services until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in this Agreement.
- d. Certain Taxes.** Fees quoted do not include and Client shall pay, indemnify and hold SchoolMint harmless from all gross receipts, value-added, GST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of SchoolMint. If Client is exempt from federal, state, sales, and use taxes the Client will not be charged the same upon providing SchoolMint with sufficient evidence of said exemption.

10. Confidential Information.

- a. **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to SchoolMint (or its designated third party supplier), and SchoolMint hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".
- b. **Covenant.** To the extent permitted by law, the Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.
- c. **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

- a. **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND SCHOOLMINT AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. SCHOOLMINT DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, SCHOOLMINT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHOOLMINT OR AN SCHOOLMINT REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**
- b. **Limited Non-Infringement Warranty.** SchoolMint warrants that it has the right to license to Client the Software and provide the Services as contemplated by this Agreement. SchoolMint represents and warrants that as of the date the Software and Services, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.
- c. **Limited Privacy Warranty.** SchoolMint hereby recognizes that the Client Data which Client provides to SchoolMint may include personal information of students. In order for SchoolMint to carry out its obligations under this Agreement, it is necessary for SchoolMint to use the Client Data. SchoolMint agrees to use the Client Data, some of which may contain personal information of students, only for the purpose of fulfilling its obligations under this Agreement. SchoolMint agrees all

usage of Client Data shall be in compliance with the requirements of applicable privacy laws. SchoolMint warrants that it has put in place reasonable and appropriate security, technical and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure or access. SchoolMint also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for SchoolMint to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, SchoolMint shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

SCHOOLMINT SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF SCHOOLMINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO SCHOOLMINT HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at their respective addresses of record or at such other address as may be given in writing by either party to the other in accordance with this section and shall be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

14. Termination.

- a. Termination for Breach.** SchoolMint shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that SchoolMint shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. The Parties further acknowledge that, as breach of the provisions of Section 10 could result in irreparable injury to the Discloser, that each Party shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.
- b. Liquidated Damages.** In the event that Client enters into a multi-year contract with SchoolMint, and Client terminates the contract or any portion thereof, Client agrees to pay SchoolMint the remaining sum due to SchoolMint through the stated term of the Order Form as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of SchoolMint's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for such liquidated damages in the event that: (i) Client provides SchoolMint at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) such termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. SchoolMint reserves the right to seek documentation evidencing the non-appropriation of funds.
- c. Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to

return or destroy, at a Discloser's determination, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Warranties and Disclaimer**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, SchoolMint shall make a final backup of Client Data and provide the backup media to Client at SchoolMint's then-current rates.

15. General Provisions.

- a. **Assignment.** Client may not assign this Agreement to any third party without SchoolMint’s prior written consent. SchoolMint may assign this Agreement to any purchaser of all or substantially all of its assets or capital stock. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.
- b. **Choice of Law; Attorney’s Fees.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Sacramento, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against SchoolMint must be brought within one (1) year after it arose, or be barred. The prevailing Party in any action to enforce this Agreement will be entitled to recover its attorneys’ fees and costs in connection with such action.
- c. **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold SchoolMint harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).
- d. **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."
- e. **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.
- f. **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.
- g. **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.
- h. **Counterparts; Facsimile Signature.** This Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i. **Independent Contractors.** Client’s relationship to SchoolMint is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of SchoolMint.
- j. **Entire Agreement.** This Agreement, the Order Form, and Client’s Purchase Order (if any) incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. In the event of any conflicts between this Agreement and the Order Form, the terms of the Order From shall prevail. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

Accepted and agreed by the authorized representative of each Party:

Sacramento City Unified School District

SchoolMint, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____