



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: October 7, 2021

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
3. Non-Fiscal (Zero-Dollar) Agreements
4. Approval of Declared Surplus Materials and Equipment

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
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ADULT EDUCATION

Sacramento Employment and Training Agency A20-00116.1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$220,000 No Match
7/1/21 – 6/30/22: Modification to extend the Workforce Innovation and Opportunity Act, Title I, Adult & Dislocated Worker subgrant for the 2021/22 school year. Program funds are provided for Basic Career Services for 1,594 customers including Individualized Career Services to 191 customers at Charles A. Jones Career and Education Center. Adult and Dislocated Worker participants are individuals who are not currently enrolled in public or private education, and who may or may not have completed a high school diploma, GED certificate or equivalent; or are limited in their career technical education and skills. Students participate in an intensive program with low student-to-staff ratios for personalized assistance and are provided guidance and support to meet their educational and employment goals.		

STUDENT SUPPORT & HEALTH SERVICES

California Department of Education A22-00022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$27,226 No Match
7/1/21 – 6/30/24: American Rescue Plan – Homeless I program funds supplement the Education for Homeless Children and Youth (EHCY) program. Uses of funds may include, when responding to the impact of the COVID-19 pandemic, expenses that are reasonable and necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth.		

California Department of Education A22-00020	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$373,108 No Match
7/1/21 – 6/30/22: Under the Foster Youth Services/Student Support & Health Services Department, the Tobacco Use Prevention & Education (TUPE) grant provides the opportunity to equip all District students, with an intentional focus on grades 6-12, with a better understanding of the danger of tobacco, marijuana, and vaping use and the impact on themselves and the community. Students have the opportunity to engage in fun and exciting activities both at their sites and within their communities. Services include, but are not limited to: <ul style="list-style-type: none"> • Stanford Tool-Kit • Girls Empowered • Brief Intervention Services • Cessation Services • Tobacco related activities and special events • Community engagement opportunities Students have the opportunity to participate in meaningful, social gatherings with peers to actively engage and/or give feedback on school site initiatives around tobacco, drug and alcohol usage. Some of the various clubs and events include: <ul style="list-style-type: none"> • Friday Night Live • Club Live • Red Ribbon Week • Student leadership activities • Hackademy Awards • Breath Youth Media Awards • Go B'Nanas (Mobile Summer Program) • Community Service • Youth Tobacco Advisory Council 		

AMENDED

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ACADEMIC OFFICE

EPOCH Education SA22-00220	9/1/21 – 6/30/22: EPOCH Education will provide anti-racism/antibias training for the Board, cabinet, site leaders, and all SCTA members. These services include access to online training modules as well as follow up deep-dive reflective sessions. Implicit bias training is necessary to support the District's systemic ability to mitigate learning loss for ALL students.	\$318,500 COVID Relief Funds
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New Contract:
 Yes
 No

EPOCH Education was selected because they are a national leader in equity education that has provided antiracism and antibias training for other large, complex systems.

The expected outcome, over time, is a cultural shift toward improved equity, and inclusion for our students. Outcome measures, over time will include, first, the process measure in ensuring that these learning opportunities are completed by the staff listed above. As the systemic journey continues, student outcome measures will improve to include a reduction in disproportionality in suspension, office referral, referral and placement in special education, and resulting improvements in student achievement.

ADULT EDUCATION

California Firefighters Joint Apprenticeship Committee SA22-00186	7/1/21 – 6/30/22: Provide all instructional and training services for apprentice firefighters at the Charles A. Jones Career & Education Center according to Cal-JAC standards for Related and Supplemental Instruction (RSI). Funding for RSI is provided by the California Community Colleges Chancellor's Office (CCCCO) at a rate of \$6.77 per hour of instruction for the 71,964 hours scheduled in the 2022/23 school year. The District retains 10% of revenue generated by attendance in the program and the balance is paid to Cal-JAC under this agreement for the services provided. District has partnered with Cal-JAC since the 1990s to provide apprenticeship training.	\$438,477 CCCCO RSI Funds
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New Contract:
 Yes
 No

COLLEGE & CAREER READINESS

Linked Learning Alliance SA22-00067	10/7/21 – 6/30/22: Linked Learning Alliance will partner with the District in mapping the District's existing assets related to pathways, academies and college and career readiness. Insights gleaned from the asset mapping process will inform recommendations for ensuring system-wide implementation of high-quality and impactful pathways and college and career experiences that inspire students and help them gain the academic and job skills to flourish in the future economy. In addition, Contractor will facilitate a monthly site leader community of practice to build the capacity of site leaders to improve their pathways and college and career readiness in their specific context and school.	\$107,495 CTEIG Funds
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New Contract:
 Yes
 No

AMENDED

FACILITIES SUPPORT SERVICES

TSE Construction
R22-01343

New Contract:

Yes

No

9/1/21 – Completion: Ratification of agreement to install 90 bottle filling stations at sites throughout the District is requested. Current outdated drinking fountains are turned off at District sites in order to reduce the spread of COVID-19. The installation of touchless hydration stations will provide students and staff access to drinking water when on campus. One hydration station will be installed at each site with fewer than 600 students, two stations at every site with more than 600 students, two stations at Serna and one station at every other District support facility.

Per the Proclamation of a State of Emergency issued by the Governor on March 4, 2020, applicable provisions of the Government Code and Public Contract Code regarding competitive bidding requirements have been suspended to the extent necessary to address the effects of COVID-19. Therefore, the Facilities and Purchasing departments found it was in the best interest of the District to award the contract without formal bidding in order to expedite the installation. TSE Construction had the lowest price of the two quotes obtained.

\$481,950
COVID Relief
Funds

NUTRITION SERVICES

Capitol Tech Solutions
SA22-00181

New Contract:

Yes

No

10/7/21 – Completion: Agreement to provide software development services to modernize the District's custom cafeteria management software, Data Entrée. Data Entrée is used to manage activities related to planning, production and distribution of meals to schools throughout the District. The system has served the District's needs for decades, however, it is in dire need of upgrades to meet the current demands of the District and the technology the application was built for is obsolete and has necessitated the use of computers with outdated and unsupported operating systems which in and of itself creates vulnerabilities and security risks. The updates and upgrades to the application will allow it to be accessed through a browser, including on mobile devices and will also incorporate many new features that will better serve the current and future needs of the District and the new Central Kitchen.

Typically, services of this nature and cost would require competitive bidding under Public Contract Code. The Nutrition Services department received approval from CDE and USDA to award a contract without competitive bidding under the exception for public exigency or emergency due to the risk involved in continuing to use an unsupported application on an obsolete platform.

\$474,000
Nutrition
Services Funds

STUDENT SUPPORT & HEALTH SERVICES

Vestra Labs LLC
SA22-00201

New Contract:

Yes

No

10/7/21 – 6/30/22: Agreement to provide staffing for COVID-19 testing. Vestra Labs has been contracted by the California Department of Public Health (CDPH) to provide 25 technicians for COVID-19 testing support at District sites at no cost to the District. In addition to the staffing provided by CDPH, the District has identified a need of an additional 30 technicians to conduct surveillance testing, especially with

\$1,728,000
COVID Relief
Funds

AMENDED

mandatory vaccination or testing being considered. The cost to the District for the additional 30 technicians is \$1,728,000 for the remainder of the year.

Because Vestra Labs technicians are already deployed at District sites through CDPH's contract and are already trained on the types of tests and software the District uses, it is most efficient to utilize their technicians for the additional staffing as well.

Unrestricted Funds

TECHNOLOGY SERVICES

Infinite Campus
R22-00369

New Contract:

- Yes
 No

7/1/21 – 6/30/24: Approval is requested for an increase to the licensing fees for Infinite Campus beginning 1/1/22 to add the Campus Analytics suite of features. Campus Analytics includes Campus Early Warning which uses powerful statistical algorithms to measure how attendance, behavior, academics, home and school stability interact to predict graduation. Utilizing data the District has already entered in Infinite Campus, the new features can identify students who would most benefit from interventions which will aid the District's MTSS (Multi-Tiered System of Supports) efforts.

The prorated increase for the 2021-22 year will be \$14,190 and ongoing costs will increase the District's license fee by about \$35,000 a year.

The annual renewal costs for 2022-23 and 2023-24 will include this cloud-hosted service, and are calculated based on the 2020-21 CALPADS Fall 1 Certified Enrollment of 40,711. Per section 3.2 of the agreement, fees may increase or decrease as enrollment fluctuates. Once the enrollment figures are certified by the State for those future periods, adjustments for increased or decreased enrollment would be made.

21/22 Original
Amount:
\$494,487

Increase:
\$14,190

21/22 Total:
\$508,677

22/23 Fees:
\$523,918

23/24 Fees:
\$525,954

General Fund

NON-FISCAL (ZERO-DOLLAR) AGREEMENTS

Contractor Description

TRANSPORTATION SERVICES

BusPatrol
America LLC
A22-00024

10/7/21 – 12/6/21: Pilot Program agreement to allow BusPatrol to install video equipment on a limited number of school buses within the District for data collection purposes and to allow the District to evaluate BusPatrol's equipment, software and services. District is interested in potentially implementing a school bus safety program in order to reduce the incidence of possible injuries caused to students by the violation of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students. BusPatrol will be responsible for the installation, upkeep and maintenance of its equipment and will ensure their system does not in any way interfere with other equipment or systems loaded on the District's buses. The pilot will run for 30-45 days. At the conclusion of the pilot program BusPatrol will use the data collected to advocate for legislation to authorize the use of stop-arm cameras for enforcement of traffic laws similar to red light cameras.

AMENDED

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

<u>SITE/DEPT</u>	<u>ITEM</u>
Central Printing Services and Facilities Maintenance & Operations	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17545 provides that the governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. The District may choose to conduct any sale of personal property authorized under this section by means of a public auction.
<u>TOTAL VALUE</u>	
\$1,500 (printer) \$6,800 (vehicles)	STATUS: The District has a Kodak Digimaster K4200-1519 printer which is not usable as well as 14 vehicles that are not repairable nor usable: Toyota Tacoma 2016, Chevy City Transit 2015, Ford Cargo Van 1990, Ford Ranger 1998, Ford Ranger 1999, Ford Ranger 2000 (2), Ford Ranger 2008, Ford Cargo Van 2008, Ford Cargo Van 1993, Ford Cargo Van 1997, International Box Truck 2003 (2), and Ford Cargo Van 2004.
<u>DISPOSAL METHOD</u>	
Surplus/Auction	RECOMMENDATION: It is recommended that the Board of Education approve the sale of the listed items per Education Code section 17546.

Sacramento Employment and Training Agency MODIFICATION TO EXTEND SERVICE PROVIDER SUBGRANT under the Workforce Innovation and Opportunity Act		SUBGRANT NUMBER	
		074201SWCS(E)	
		MODIFICATION	
		YEAR 2/ONE	
1. SUBGRANTEE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		Basic & Individualized Career Services	
3. EXTENSION AWARD AMOUNT:	\$176,000.00 WIOA Adult \$ 44,000.00 WIOA DW	4. CAT. NO./CFDA:	17.258 Adult 17.278 DW
5. EXTENSION SUBGRANT TERM:	7/1/2021 through 6/30/2022	6. DUNS#:	060697109
7. EFFECTIVE DATE OF EXTENSION:	7/1/2021		
8. MAXIMUM ANNUAL EXTENSIONS:	Three (3)		
9. TERMS AND CONDITIONS:			
<p>The parties agree to extend the Subgrant through this modification. This modification consists of this sheet and those of the following, attached hereto and by this reference made a part hereof:</p> <p style="padding-left: 40px;">Exhibit 2 – Program Performance Overview, revised. Exhibit 3 – Program Budget and Cost Allocation Plan, revised. Exhibit 8 – Intellectual Property Provisions, revised.</p>			
<p>SUBGRANTEE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of SUBGRANTEE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve SUBGRANTEE of its obligations with respect to this modification of the Subgrant, including compliance with the terms, conditions and requirements set forth in the above-listed. By executing this modification to the Agreement, SUBGRANTEE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed. All other terms and conditions set forth in the Subgrant shall remain in full force and effect. To the extent of any conflict between the language of this modification and the language of the Subgrant and/or any previous modifications, the language of the document bearing the most recent data shall prevail.</p>			
IN WITNESS WHEREOF, this modification to extend the Subgrant has been dated and executed by the parties hereto.			
SUBGRANTEE			
Name: Sacramento City Unified School District			
By:		Date Signed:	
Printed Name/Title of Authorized Signer:			
Address: 5735 47 th Avenue, Sacramento, CA 95824			
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Kathy Kossick, Executive Director			
Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815			

EXHIBIT 2

PROGRAM PERFORMANCE OVERVIEW

MODIFICATION: YEAR 2/ONE

**BASIC AND INDIVIDUALIZED CAREER SERVICES
PROGRAM PERFORMANCE OVERVIEW**

Job Center: Sacramento City Unified School District									PERIOD FROM: 7/1/2021 TO 6/30/2022			
Program: Basic and Individualized Career Services												
Registrant Flow (Cumulative)												
Total Registrants – Basic Career Services	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Adults/Dislocated Workers	97	150	247	343	440	550	630	738	846	974	1074	1167*

***10% of the total registered participants must be enrolled in WIOA Individualized Career and/or Training services.**

QUARTERLY PLAN – INDIVIDUALIZED CAREER AND TRAINING SERVICES ENROLLMENTS

Enrollment Flow (Cumulative)								
	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
Adults	23		48		70		93	
Dislocated Workers	6		12		18		23	

Note: Deviation from plan is allowable up to a maximum -15%.

Subgrantee may be evaluated quarterly on the following, additional **real time data**: (subject to change)

- Enrollments
- Enrollment of Special Populations:
 - Disabled
 - Veterans
 - Ex-Offender
 - Seasonal Farm Workers
 - Laid Off
 - Cash Public Assistance
 - Current/Former Foster Youth
- Training in Sacramento Works, Inc.
 - Recognized Critical Occupational Clusters 90 %
 - Skills Development Completion Rate 85 %
- Average Earnings
- Customer/Job Seeker Satisfaction
- Employer Satisfaction
- Number of employers receiving substantial services
- 12 month follow-up after unsubsidized job placement
- Use of Workshop Scheduler

**EXHIBIT 2
MODIFICATION: YEAR 2/ONE**

Subgrantee shall be subject to the following WIOA measures: **(Measures are subject to change.)**

Adult Measures	Goals
Employment Rate 2 nd Quarter After Exit	65%
Employment Rate 4th Quarter After Exit	65%
Credential Attainment within 4 Quarters After Exit	60%
Median Earnings 2 nd Quarter After Exit	\$6,000
Skills Gain	50%

Dislocated Worker Measures	Goals
Employment Rate 2 nd Quarter After Exit	71%
Employment Rate 4th Quarter After Exit	72%
Credential Attainment within 4 Quarters After Exit	61%
Median Earnings 2 nd Quarter After Exit	\$7,600
Skills Gain	40%

EXHIBIT 3

PROGRAM BUDGET AND COST ALLOCATION PLAN

WIOA ADULT

MODIFICATION: YEAR 2/ONE

WORKFORCE INNOVATION AND OPPORTUNITY ACT
BUDGET AND COST ALLOCATION PLAN

Subgrantee Name: Sacramento City Unified School District		Subgrant #: 074201SWCS(E)	
Street Address: 5451 Lemon Hill Avenue		<input type="checkbox"/> Original or <input checked="" type="checkbox"/> Mod #: YEAR 2/ONE	
City: Sacramento, CA 95824		Activities: Basic and Individualized	
Program Contact: Susan Lytle Gilmore		Phone: (916) 395-5788	
Fiscal Contact: Rose F. Ramos		Phone: (916) 643-9055	
E-Mail Address: gilmores@scusd.edu		ADULT	
BUDGET PERIOD: July 1, 2021 through June 30, 2022			
BUDGET SUMMARY - COST REIMBURSEMENT			
TYPE OF COST	SETA SHARE	LEVERAGED RESOURCES	TOTAL
A. Personnel Costs	\$161,865	\$63,864	\$225,729
B1. Fixed Asset Purchases			
B2. Other Equipment Costs			
C. Other Costs	\$6,135	\$494,764	\$500,899
Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)**	\$168,000	\$558,628	\$726,628
D. Direct Participant Costs* (Scholarships/Supportive/Vendor Services)	\$8,000		\$8,000
Total Costs:	\$176,000	\$558,628	\$734,628

*Available for obligation only. Modification of this line item requires SETA approval.

**A minimum of 20% of the funds must be expended on providing training services.

COST ALLOCATION PLAN

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

Cost Item	Use abbreviation at bottom of page	
	Budget	Cost Category
A. Personnel Costs	ST/DC	ST/DC
B. Equipment Costs	N/A	N/A
C. Other Costs	ST/DC	ST/DC
D. Direct Participant Costs	DC	DC

ABBREVIATIONS: (Some commonly used methods. If a method you use is not listed, add it to the list)

DC = Direct Charge: Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.

ST = Staff time: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.

SF = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.

SF/ST = Square Footage Combined with Time of Staff Using Space: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.

#S = Number Served: Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.

U = Usage: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be: .

B. EQUIPMENT COSTS			Costs For This Program		
			SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Purchases of Fixed Assets		Full Purchase Price x SETA %			
Total Purchases of Fixed Assets					0
2. Other Equipment Costs		Full Purchase Price x SETA %			
P, L, R, or D	P = Purchase L = Lease R = Rent D = Depreciation	Or Full Cost/Mo. X # Mos. X SETA %			
Total Other Equipment Costs					
Total Equipment Costs (Purchases of Fixed Assets + Other Equipment Costs)					0

Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than 1 year.

C. OTHER COSTS	Full Cost Information x SETA %	Costs For This Program		
		SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Direct				
Facility: SCUSD/Lemon Hill Job Center	0%		\$494,764	\$494,764
Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease				
Owned: <input checked="" type="checkbox"/> Depreciation				
Address: 5451 Lemon Hill Ave., Sacramento, CA 95824				
Utilities				
Telephone				
Office Supplies				
Duplication/Printing				
Other:				
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage:				
Other:				
Subcontracts:				
Total Direct Costs			\$494,764	\$494,764
2. *Indirect Costs - Approved Rate: 3.79 % x Direct Costs of \$161,865		\$6,135		
Total Other Costs (Direct + Indirect)		\$6,135	\$494,764	\$500,899

*Attach copy of approval letter from cognizant agency

EXHIBIT 3

<u>D. DIRECT PARTICIPANT COSTS*</u>	COSTS FOR THIS PROGRAM		
	SETA SHARE	LEVERAGED RESOURCES	TOTAL
Type/Cost Information			
1. Scholarships/Supportive/Vendor Services	\$8,000		\$8,000
Total Direct Participant Costs	\$8,000		\$8,000

*Available for obligation only. Modification of this line item requires SETA approval.

EXHIBIT 3

PROGRAM BUDGET AND COST ALLOCATION PLAN

WIOA DISLOCATED WORKER

MODIFICATION: YEAR 2/ONE

WORKFORCE INNOVATION AND OPPORTUNITY ACT
BUDGET AND COST ALLOCATION PLAN

Subgrantee Name: Sacramento City Unified School District Subgrant #: **074201SWCS(E)**

Street Address: 5451 Lemon Hill Avenue Original or Mod #: **YEAR 2/ONE**

City: Sacramento, CA 95824 Activities: **Basic and Individualized**

Program
 Contact: Susan Lytle Gilmore Phone: (916) 395-5788 **Career Services**

Fiscal
 Contact: Rose F. Ramos Phone: (916) 643-9055 **DISLOCATED WORKER**

E-Mail Address: gilmores@scusd.edu

BUDGET PERIOD: July 1, 2021 through June 30, 2022

BUDGET SUMMARY - COST REIMBURSEMENT

TYPE OF COST	SETA SHARE	LEVERAGED RESOURCES	TOTAL
A. Personnel Costs	\$40,466	\$66,966	\$107,432
B1. Fixed Asset Purchases			
B2. Other Equipment Costs			
C. Other Costs	\$1,534	\$494,764	\$496,298
Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)**	\$42,000	\$561,730	\$603,730
D. Direct Participant Costs* (Scholarships/Supportive/Vendor Services)	\$2,000		\$2,000
Total Costs:	\$44,000	\$561,730	\$605,730

*Available for obligation only. Modification of this line item requires SETA approval.

**A minimum of 20% of the funds must be expended on providing training services.

COST ALLOCATION PLAN

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

Cost Item	Use abbreviation at bottom of page	
	Budget	Cost Category
A. Personnel Costs	ST/DC	ST/DC
B. Equipment Costs	N/A	N/A
C. Other Costs	ST/DC	ST/DC
D. Direct Participant Costs	DC	DC

ABBREVIATIONS: (Some commonly used methods. If a method you use is not listed, add it to the list)

- DC = Direct Charge: Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.
- ST = Staff time: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.
- SF = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.
- SF/ST = Square Footage Combined with Time of Staff Using Space: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.
- #S = Number Served: Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.
- U = Usage: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be: _____

B. EQUIPMENT COSTS			Costs For This Program		
			SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Purchases of Fixed Assets		Full Purchase Price x SETA %			
Total Purchases of Fixed Assets					0
2. Other Equipment Costs		Full Purchase Price x SETA %			
P, L, R, or D	P = Purchase L = Lease R = Rent D = Depreciation	Or Full Cost/Mo. X # Mos. X SETA %			
Total Other Equipment Costs					
Total Equipment Costs (Purchases of Fixed Assets + Other Equipment Costs)					0

Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than 1 year.

C. OTHER COSTS	Full Cost Information x SETA %	Costs For This Program		
		SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Direct				
Facility: SCUSD/Lemon Hill Job Center	0%		\$494,764	\$494,764
Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease				
Owned: <input checked="" type="checkbox"/> Depreciation				
Address:				
Utilities				
Telephone				
Office Supplies				
Duplication/Printing				
Other:				
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage:				
Other:				
Subcontracts:				
Total Direct Costs			\$494,764	\$494,764
2. *Indirect Costs - Approved Rate: 3.79% x Direct Costs of \$40,466		\$1,534		\$1,534
Total Other Costs (Direct + Indirect)		\$1,534	\$494,764	\$496,298

*Attach copy of approval letter from cognizant agency

EXHIBIT 3

<u>D. DIRECT PARTICIPANT COSTS*</u>	COSTS FOR THIS PROGRAM		
	SETA SHARE	LEVERAGED RESOURCES	TOTAL
Type/Cost Information			
1. Scholarships/Supportive/Vendor Services	\$2,000		\$2,000
Total Direct Participant Costs	\$2,000		\$2,000

*Available for obligation only. Modification of this line item requires SETA approval.

EXHIBIT 8

INTELLECTUAL PROPERTY PROVISIONS

MODIFICATION: YEAR 2/ONE

INTELLECTUAL PROPERTY PROVISIONS

This Exhibit 8 incorporates the provisions of the subgrant between the Sacramento Employment and Training Agency (“SETA”) and the State of California, Employment Development Department (“EDD”) (“Intellectual Property Provisions”). As used herein, the term “Pass-through Entity” refers to EDD, the term “Subgrantee” refers to SETA and the term “Contractor” refers to the SUBGRANTEE of the SUBGRANT to which this Exhibit 8 is attached and incorporated into by reference. SUBGRANTEE’s rights and the rights of “Subgrantee” regarding Intellectual Property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions as set forth below:

Intellectual Property Provisions. Pursuant to 2 CFR 200.315, the Pass-through Entity acquires title to intangible property, as defined in 2 CFR 200.59 (“Intellectual Property”), which results directly or indirectly from the SUBGRANT. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use Intellectual Property which results directly or indirectly from the SUBGRANT for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property which results directly or indirectly from the SUBGRANT will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

The services to be performed by SUBGRANTEE under the SUBGRANT, identified in the Program Performance Overview attached as Exhibit 2 to the SUBGRANT, do not involve the creation of Intellectual Property that is subject to the Intellectual Property Provisions above. Intellectual Property that is owned by SUBGRANTEE and used in the provision of services identified in Exhibit 2 to the SUBGRANT is not subject to the Intellectual Property Provisions above.

ORIGINAL

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	21	15564	67439	01
Attention Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	5632	8290	INDEX	

Name of Grant Program American Rescue Plan- Homeless I Program	0510
--	------

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$27,225.90		\$27,225.90		7/1/21	9/30/24

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.425W	S425W210005	American Rescue Plan - Homeless Children and Youth	U.S. Department of Education

I am pleased to inform you that you have been funded for the American Rescue Plan (ARP) Homeless I Program.

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.

Please return this *original*, signed Grant Award Notification (AO-400) and a yearly Budget Request within 10 days to:

Shoshannah Fuentes, Associate Governmental Program Analyst
 Integrated Student Support and Programs Office
 California Department of Education
 1430 N Street, Suite 6208
 Sacramento, CA 95814-5901

California Department of Education Contact Shoshannah Fuentes	Job Title Associate Governmental Program Analyst
---	--

E-mail Address sfuentes@cde.ca.gov	Telephone 916-319-0384
---	----------------------------------

Signature of the State Superintendent of Public Instruction or Designee 	Date September 3, 2021
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CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
---	--------------

E-mail Address	Telephone	RECEIVED
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Signature 	Date SEP 09 2021
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Grant Award Notification (Continued)

1. The ARP Homeless I Program is authorized in section 2001(b)(1) of the American Rescue Plan Act of 2021. ARP-Homeless Children and Youth funds, which includes the ARP Homeless I Program, supplements the Education for Homeless Children and Youth (EHCY) program, and the uses of funds are governed by EHCY allowability. Uses of funds may include, when responding to the impact of the COVID-19 pandemic, expenses that are reasonable and necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth. Grantees are encouraged to award contracts to community-based organizations to help identify and support historically underserved populations experiencing homelessness. The grantee must expend these funds by September 30, 2024.

2. Each fiscal year the grantee **must** submit a Budget Request and two semi-annual expenditure reports. The final year, a third expenditure report will be required. Expenditure reporting period and due dates are:

Reporting Period:

CDE Due Date:

(ER 1) July 1st, through December 31st
(ER 2) January 1st, through June 30th
(Final ER) July 1, 2024, through September 30, 2024

January 31st
July 31st
October 31, 2024

Failure to submit the required reports by the due dates will result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each expenditure report. The grantee cannot wait until the end of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. **All** fiscal forms will be emailed to the grantees.

3. Budget changes that are more than 10 percent in each line item require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 15 of each fiscal year. Please email **all** fiscal forms to Shoshannah Fuentes, at the email address shown on the front of this Grant Award Notification (AO-400).

4. The CDE will disburse funds to the grantee in three payments. The initial payment of 70 percent will be disbursed after receipt of the signed AO-400 and approved Budget Requests. The second payment of 20 percent will be disbursed after receipt of the first semi-annual expenditure report, due January 31st. The final payment of up to 10 percent will be disbursed after the grantee has submitted the Final ER due no later than October 31, 2024.

5. Each year grantees will have to submit an Annual Evaluation and Progress Report that will include, but not be limited to, the number of students served, activities and services provided, areas of need or improvement, and program and/or student outcomes.

6. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR)* Part 80. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 CFR Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than \$100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education
Attention: Cashier's Office
P.O. Box 515006
Sacramento, CA 95851

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	2021	23297	67439	07
Attention Aliya Holmes, Coordinator II	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Foster Youth Services/Student Support & Health Services	Resource Code	Revenue Object Code	34	
Telephone 916-643-7991	6690	8590	INDEX	

Name of Grant Program Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2	0590
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$373,107.50		\$373,107.50		07/01/2021	06/30/2022
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		

I am pleased to inform you that you have been funded for the fiscal year 2021–22 Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2 Grant.

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.

Please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:

Shalonn Woodard, Associate Governmental Program Analyst
 Educator Excellence and Equity Division
 Tobacco-Use Prevention Office
 California Department of Education
 1430 N Street, Suite 6408
 Sacramento, CA 95814-5901

California Department of Education Contact Shalonn Woodard	Job Title Associate Governmental Program Analyst
--	--

E-mail Address Swoodard@cde.ca.gov	Telephone 916-319-0197
--	----------------------------------


Signature of the State Superintendent of Public Instruction or Designee 	Date August 31, 2021
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CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Rose Ramos	Title Chief Business Officer
---	--

E-mail Address rose-f-ramos@scusd.edu	Telephone 916-643-9055
---	----------------------------------

Signature 	Date
---	-------------



Contract for Services

Sacramento City Unified School District
Christine Baeta, Ed.D
Chief Academic Officer
5735 47th Avenue
Sacramento, CA 95824

Epoch Education
5627 Telegraph Avenue
Suite #220
Oakland, CA 94609
510-338-7924

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GENERAL PROVISIONS

1. This Contract is entered into this August 27, 2021, between **Sacramento City Unified School District** (hereinafter referred to as "CLIENT") and **Epoch Education, Inc.** (hereinafter referred to as "COMPANY") for the purpose of providing services to CLIENT as outlined in this Contract.

2. Compliance with Laws, Statutes, Regulations, CLIENT Policies and Procedures

During the term of this contract unless otherwise agreed, COMPANY shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. COMPANY shall also comply with all CLIENT policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to COMPANY.

3. Term and Conditions of Contract

The term ("Term") of this CONTRACT shall **commence on** September 1, 2021 and shall **end on** June 30, 2022.

Client shall be truthful with COMPANY, cooperate with COMPANY in its provision of services under this Contract, keep COMPANY informed of key developments impacting the provision of services under this Contract, perform the obligations it has agreed to perform under this Contract and pay COMPANY bills in a timely manner.

4. Exclusive Contract

This Contract is the entire agreement between Company and Client.

5. Modifying the Contract

This Contract may be modified by a writing signed by both parties or as provided for in Article 12. If COMPANY also signs an Independent Contractor Agreement ("ICA") provided by CLIENT, the provisions in #7 – Ownership of Material and #13 – Termination, of this Contract shall supersede any conflicting provisions in CLIENT'S ICA.

6. Headings

The headings used in this Contract are for convenience only and shall not be used to limit or construe the contents of this Contract.

7. Ownership of Materials

The COMPANY shall retain the creative rights to all original materials, data and similar items, produced by the COMPANY hereunder in connection with the Services under this Contract. All services and software used by the COMPANY shall at all times be the sole property of the COMPANY and under no circumstances shall CLIENT have any interest in or rights to the title to such materials, or software. CLIENT acknowledges that the COMPANY may use and modify existing materials for CLIENT'S benefit and that CLIENT holds no rights to such materials.

ADMINISTRATION OF CONTRACT

8. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All

notices mailed to CLIENT shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to COMPANY shall be addressed as indicated on Notice page of this Contract.

9. Severability Clause

If any provision of this Contract shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract, the remaining provisions of this Contract shall remain in full force and effect.

10. Successors in Interest

This Contract binds COMPANY's successors and assignees.

11. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract.

12. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the CLIENT to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The CLIENT shall provide the COMPANY thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. The COMPANY and CLIENT may otherwise amend or modify this Contract by mutually agreeing to such amendment or modification in a written agreement signed by both parties at any time.

13. Termination

Either party may terminate this Contract on or after the thirtieth (30th) day after such party gives the other party written notice by mail or email of a material breach by other party, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

This Contract may be terminated without cause by CLIENT upon fourteen (14) days written notice to the COMPANY. In the event of a termination without cause, the CLIENT shall pay COMPANY for all services performed and all expenses incurred under this Contract supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. The COMPANY will provide CLIENT with documentary evidence of charges incurred up until the date of termination within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such documentary evidence is provided.

Under no circumstances will the COMPANY give refunds of monies paid for any Services provided, as defined in Article 21 of this Contract. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right to pursue the options for relief explained in Article 15 of this Contract. The CLIENT's termination of the Contract shall in no way affect either party's obligation to hold harmless and indemnify the other party in accordance with Article 18 of this Contract.

14. Handling of Disputes.

Any disputes or disagreements between COMPANY and CLIENT regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section and section 15 below of the Contract. The provision in this section of the Contract and section 15 below shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non- monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CLIENT is the party claiming injury, CLIENT shall notify COMPANY'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If COMPANY is the party claiming injury, COMPANY shall notify the CLIENT'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

The Parties further agree that any dispute regarding this Contract, and any claim made by CLIENT for return of monies paid to the COMPANY, shall be handled in accordance with applicable State and Federal laws. CLIENT agrees that it is liable to pay the COMPANY for the work already performed as of the time of the cancellation request, as indicated in Article 20 of this Contract. The COMPANY will provide CLIENT with an itemization of days spent within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such itemization is provided. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right pursue the options for relief explained in Article 15 of this Contract.

15. Arbitration

If a dispute arises under this Contract that cannot be resolved informally, the parties agree to resolve the dispute with the help of a mutually agreed-upon mediator in the Greater San Francisco Bay Area, California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the Greater San Francisco Bay Area, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

16. Insurance

COMPANY shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by COMPANY, its agents, representatives, or employees.

- A. COMPANY shall maintain limits of insurance no less than:
Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
- B. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the CLIENT.

If CLIENT or COMPANY determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17. Independent Company

It is expressly understood and agreed to by both parties that COMPANY, while carrying out and complying with any of the terms and conditions of this Contract, is an independent COMPANY and is not an employee of the Client. At times, it may be necessary for COMPANY to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of COMPANY.

18. Indemnification and Hold Harmless

COMPANY shall indemnify and hold CLIENT and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("CLIENT Indemnities") harmless against all

liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of COMPANY, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, CLIENT and CLIENT Indemnities).

CLIENT shall indemnify and hold COMPANY and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("COMPANY Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CLIENT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding COMPANY and/or any COMPANY Indemnities).

19. Non-Discrimination

COMPANY shall not unlawfully discriminate on the basis of any characteristic protected under the laws of the State of California, including, but not limited to, race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

COMPENSATION

20. Rates

Consultation and Technical Assistance: CLIENT shall pay CONTRACTOR a total amount of \$318,500 for services provided under this Contract.

CLIENT agrees to reimburse COMPANY for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage and facsimile transmittals. CLIENT agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of CLIENT or by emergency conditions, which occasionally arise.

COMPANY shall invoice CLIENT **\$63,700** upon execution and the remainder as follows:

\$63,700 on November 1, 2021
\$63,700 on January 1, 2021
\$63,700 on March 1, 2022 and
\$63,700 on May 1, 2022.

Total Contract Amount: Not to exceed **\$318,500**.

WORK TO BE PERFORMED

21. Services

Services to be rendered to CLIENT by the COMPANY as described below:

2021-2022		
District / School Capacity Building	<p>Compassionate Dialogue for 2800 certificated staff</p> <p>This course is delivered via flipped classroom (see full description attached):</p> <ul style="list-style-type: none"> • 2-3 hours asynchronous learning • 2-hour Zoom session deep dive • Course: <ul style="list-style-type: none"> ○ Compassionate Dialogue <p>Equity Learning Series (“ELS”) for Board and Cabinet</p> <ul style="list-style-type: none"> • For each foundational class: <ul style="list-style-type: none"> ○ 2-3 hours asynchronous learning ○ 2-hour Zoom session deep dive per class – Cohort Zoom Session <ul style="list-style-type: none"> ▪ Classes: <ul style="list-style-type: none"> • Compassionate Dialogue • Thriving As A Racially Conscious Person • Implicit Bias • Let's Talk About Race • Tragedy of Non-ness 	<p>\$233,500 (\$3,500 for first cohort up to 30 and \$2500 each for remaining 92 additional cohorts)</p> <p>\$45,000 (\$22,500 per cohort of up to 30 participants)</p>
Online Professional Development	<p>District Online Access Bundle</p> <ul style="list-style-type: none"> • Includes up to 9 courses 	<p>\$25,000</p>
Professional Learning/ Coherence	<p>Up to 15 hours for leadership team</p> <p>Please Note – coherence hours are for coaching and implementation of our existing program offerings</p>	<p>\$15,000</p>
	<p>Annual Cost 2021-2022</p>	<p>\$318,500</p>


SIGNATURE

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

Sacramento City Unified School District

Epoch Education

Signature



Signature

Date

August 27, 2021

Date

NOTICES

Notices to CLIENT shall be addressed to:
Sacramento City Unified School District
Christine Baeta, Ed.D
Chief Academic Officer
5735 47th Avenue
Sacramento, CA 95824
christine-baeta@scusd.edu

Notices to COMPANY shall be addressed to:
Epoch Education
Susan Callender, COO
5627 Telegraph Ave, #220
Oakland, CA 94609
susan@epocheducation.com

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2021, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Firefighter EMTs, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2021 through June 30, 2022.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.
2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 71,964 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance at an RSI rate of \$6.77 per hour of instruction. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CAL-JAC

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CAL-JAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District
Attn: Susan Lytle-Gilmore, Director
5451 Lemon Hill Avenue
Sacramento, CA 95824

California Firefighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Executive Director
1780 Creekside Oaks Drive
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CAL-JAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Firefighter
Joint Apprenticeship Committee



Rose F. Ramos
Chief Business Officer

Yvonne de la Peña
Executive Director

Date: _____

Date: August 13, 2021



SERVICES AGREEMENT

Date: September 14, 2021 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described in Exhibit A, Scope of Work ("Services").

ARTICLE 2. TERM.

This Agreement shall commence upon final execution of this agreement, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: Fees per attached Scope of Work. District shall not pay additional travel and other expenses. Total fee shall not exceed One Hundred Seven Thousand, Four Hundred Ninety-Five Dollars (\$107,495).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of See Kha, Program Technician, Linked Learning Department, at seekh@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

ARTICLE 8. VACCINATION REQUIREMENTS

Vaccination requirements. As required by District and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to district shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to district on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

ARTICLE 9. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 10. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an

additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 11. TERMINATION.

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

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

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

ARTICLE 12. ASSIGNMENT.

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

ARTICLE 13. NOTICES.

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

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
5735 47th Ave
Sacramento CA 95824

Contractor:
Linked Learning Alliance
Attn: Robert Curtis
730 Harrison St 3rd Floor
San Francisco, CA 94107

ARTICLE 14. ENTIRE AGREEMENT.

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

ARTICLE 15. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 16. NONDISCRIMINATION.

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

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. RULES AND REGULATIONS.

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

ARTICLE 19. APPLICABLE LAW/VENUE.

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



ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LINKED LEARNING ALLIANCE

By: _____

Rose Ramos
Chief Business Officer

By:  _____

Anne Stanton
CEO

9/16/2021

Date

Date

EXHIBIT A



Linked Learning Alliance Scope of Work

Sacramento City Unified School District

September 2021-June 2022

The Alliance welcomes the opportunity to partner with Sacramento City Unified School District to build on your progress and set a high-quality standard for college and career preparation communitywide. In partnership, the Linked Learning Alliance and SCUSD will leverage the Linked Learning certification standards to map the community's existing assets related to pathways, academies, and college and career readiness. Insights gleaned from the asset mapping process will inform recommendations for ensuring systemwide implementation of high-quality and impactful pathways and college and career experiences that inspire students and help them gain the academic and job skills to flourish in the future economy.

In addition, the Alliance will work with SCUSD to facilitate a monthly site leader community of practice to build the capacity of site leaders to utilize the Linked Learning approach to improve their pathways and college and career readiness in their specific context and school.

The Linked Learning asset mapping process provides a community with information to build and improve its college and career pathways; expand partnerships between secondary, postsecondary, and industry; and support the high school redesign efforts. The asset mapping process examines the district's and community's existing resources for pathway development and culminates in recommendations for the planning, implementation, and scaling of Linked Learning pathways.

In collaboration with a team of district leaders from the SCUSD, the Linked Learning Alliance will use the Linked Learning certification standards to map the district's existing assets related to pathways and college and career readiness and offer recommendations for growth and development. The asset mapping process will focus on the district's eight high schools and the existing nineteen pathways and academies.

Purpose of Asset Mapping:

- To assemble and review current or baseline student achievement, demographic, and labor market data about the community, district, and pathways to provide an informed basis for planning or improving an equitable system of Linked Learning pathways.



- To assess the district's and community's assets and gaps against the Linked Learning standards and District Systems and Capacities Framework.
- To serve as the foundation for the 12–18-month Linked Learning pathway implementation or improvement plan.

Frameworks and Data for Asset Mapping:

The Linked Learning Alliance uses two frameworks for our asset mapping: the [Linked Learning Standards](#) and the Linked Learning District Systems and Capacities Framework. As part of the Asset Mapping process, we review data on college preparatory course completion, CTE/career-themed course completion, postsecondary credits earned, and graduation. In addition, it is essential to review local labor market data and available postsecondary programs to determine how these align with your pathways and industry sectors.

Linked Learning Asset Mapping Process:

The Alliance will work with the district to collaboratively assess pathways and identify opportunities to develop a more equitable system of high-quality Linked Learning pathways. The mapping process is customized to align with local goals and priorities. The Alliance will provide a comprehensive report and recommendations based on the mapping. Key elements of the asset mapping include:

- The Alliance will assemble a 3-person team responsible for the asset mapping process and recommendations. The team will include senior Alliance staff and coaches with district and pathway-level leadership experience.
- The Alliance team will work with the district team to collaboratively:
 - Identify the goals and critical questions for the asset mapping
 - Review current district, site, and pathway data related to pathways and student achievement
 - Identify key stakeholders, partners, schools, and pathways that will participate in the asset mapping
 - Develop a set of interview prompts for various stakeholders
 - Agree on a timeline for the asset mapping and schedule interviews and site visits



- The district will be responsible for scheduling interviews, site visits, and collecting necessary data and artifacts.
- The Alliance team will meet and interview key stakeholders, including educators, community, workforce, and postsecondary partners, and review relevant site, district, and community artifacts related to pathways and college and career readiness
- The Alliance team will develop a report and recommendations based on the agreed-upon goals and questions.
- Example questions that the asset mapping could address:
 - How are pathway programs and experiences leading to improved student outcomes?
 - Is the academic curriculum rigorous and connected to the industry theme?
 - How are master schedules supporting or hindering student success in the pathways?
 - Is the pathway coursework meaningful, relevant, and integrated?
 - How are pathways providing integrated and equitable work-based learning experiences that support student learning outcomes?
 - Given the local labor market and postsecondary programs, does the district have the right pathways for its students and community?
 - How are pathways integrating the four Linked Learning elements to support student success?
 - How are the district systems, structures, and policies supporting a comprehensive system of certified pathways?

Linked Learning Alliance Scope of Services

Linked Learning Asset Mapping Services		
Objective or Goal	Services	Timing and Costs
<p>Planning Meetings:</p> <p>Agree on goals and plan for Linked Learning Asset Mapping</p>	<p>Meet with district team to collaboratively:</p> <ul style="list-style-type: none"> Identify the goals and critical questions for the asset mapping Identify and begin to review current district, site, and pathway data or artifacts related to pathways and student achievement Identify key stakeholders, partners, schools, and pathways that will participate in the asset mapping Develop a set of interview prompts for various stakeholders Agree on a timeline for the asset mapping and a schedule interviews and site visits Review current pathways status and progress 	<p>Sept.-Oct.</p> <p>One day in-person</p> <p>One day virtual</p> <p>Cost: \$5,000</p>
<p>Virtual Interviews:</p> <p>Interview diverse stakeholders</p>	<ul style="list-style-type: none"> Linked Learning Alliance staff will meet and interview key stakeholders, including educators, community, workforce, and postsecondary partners, and review relevant site, district, and artifacts (including curriculum, schedules, and student achievement data) related to pathways and college and career readiness 	<p>Oct. 2021</p> <p>Four days</p> <p>Cost: \$15,000</p>
<p>Site Visits:</p> <p>Visit schools with a focus on college and career or pathway programs</p>	<ul style="list-style-type: none"> Linked Learning Alliance staff will work with district staff to schedule three days to visit school sites and college and career or pathway programs. Visits would include meeting with key CTE and academic teachers, counselors, administrators, and partners. 	<p>Nov. 2021</p> <p>Three days</p> <p>Cost: \$15,000</p>
<p>Data and Evidence Review:</p> <p>Review data and</p>	<ul style="list-style-type: none"> Linked Learning Alliance staff will review with district staff the initial data, evidence, and emerging themes or patterns from interviews and site visits 	<p>Nov.-Dec. 2021</p> <p>One day</p>



evidence		Cost: \$5,000
Report and Recommendations: Present findings and recommendations	<ul style="list-style-type: none"> • Linked Learning Alliance staff will develop a report and recommendations based on the agreed-upon goals and questions. • Linked Learning Alliance staff will develop a presentation of the essential findings and recommendations that the district can use with various stakeholders • Linked Learning Alliance services would be a combination of virtual and in-person 	Dec. 2021 Four days Cost: \$10,000
District Linked Learning Implementation & Improvement Plan Collaboratively develop Linked Learning implementation plan	<ul style="list-style-type: none"> • Linked Learning Alliance staff will work with district staff and other stakeholders to review the asset mapping findings and recommendations. • This group will then use these results to develop a 12–18-month Linked Learning pathway implementation and improvement plan. The implementation plan will outline a clear strategy that considers what assets are in place and what capacities will be needed to equitably implement Linked Learning and strengthen critical systems and structures. • Linked Learning Alliance services would be a combination of virtual and in-person 	Jan. 2021 Four days Cost: \$10,000
Asset Mapping Subtotal: \$60,000		
Site Leader Community of Practice	<ul style="list-style-type: none"> • Linked Learning Alliance staff will work with district staff to plan, design, and co-facilitate monthly community of practice meetings for site leaders. 	Oct. 2021-June 2022 One day per month for nine months Cost: \$23,000
Site Leader Coaching	<ul style="list-style-type: none"> • Linked Learning Alliance staff and coaches would provide monthly coaching to select site leaders. 	Oct-June 2022 One day per month for nine months



	<ul style="list-style-type: none"> Coaches would work with the site leader to develop a coaching plan with clear goals and outcomes Monthly coaching meetings for up to three principals would be approximately one hour plus one hour of preparation 	Cost: \$23,000
Linked Learning 101 Workshop Series	<ul style="list-style-type: none"> Five registrations for the Linked Learning 101 Workshop series that starts on September 30th and includes four workshops. 	Sept.-Nov 2021 5 x \$299 = \$1495
		Total Cost: \$107,495

Sacramento City Unified School District Linked Learning and CPA Academies 2021

- 1. Luther Burbank HS -Jim Peterson, Principal**
 - a. Food & Health Sciences (Urban Agriculture)
 - b. Media arts & Technology
 - c. Building Trades (CPA)
 - d. Law & Social Justice (CPA)
- 2. New Tech -Jessica Martin, Principal**
 - a. Design Pathway
 - b. Graphic Design
 - c. Animation
 - d. Computer Science
- 3. Hiram Johnson – Garrett Kirkland, Principal**
 - a. Design Pathway
 - b. Health & Medical Science Academy (CPA)
 - c. Johnson Corporate Business Academy (CPA)
 - d. Law Academy (CPA)
- 4. Rosemont – Elizabeth Vigil – Principal**
 - a. Engineering, Construction, & Design Academy (ECD)
 - b. RHS Culinary Academy
 - c. Multimedia Academy
- 5. School of Engineering and Science– Vanessa Buitrago- Principal**
 - a. 7th – 12th grade
- 6. Arthur Benjamin Health Profession – Leticia Bucio – Principal**
 - a. Health Profession
- 7. John F Kennedy – David Van Natten – Principal**
 - a. Criminal Justice Academy – (CPA – non-CTE)
 - b. MaD – Manufacturing & Design
- 8. CK McClatchy – Andrea Egan – Principal**
 - a. Criminal Justice Academy (CJA) – (CPA)
 - b. Law & Public Policy Academy (LPPA) – (CPA)

EXHIBIT B

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

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



Anne Stanton, CEO
Linked Learning Alliance

9/16/2021

Date



AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1st DAY OF SEPTEMBER, 2021, by and between the Sacramento City Unified School District ("District") and TSE Construction ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: DISTRICTWIDE HYDRATION STATIONS

Which consists of removing and hauling away existing drinking fountains; demolishing exterior walls and preparing for plumbing and electrical rough-in; furnishing and installing new 2x4 plumbing furr walls with plywood siding panel as needed to accommodate new drinking fountains; roughing-in plumbing and electrical; installing new wood blocking for drinking fountains and bottle fillers; exterior wall patching after plumbing and electrical rough-in; painting new patch area or plumbing furr walls to match existing; installing new, owner furnished, Elkay drinking fountains LZS8WSL with LZWSR at 90 locations as directed by the District. A list of all District locations is attached in Exhibit A.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or



quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within three hundred sixty-five (365) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

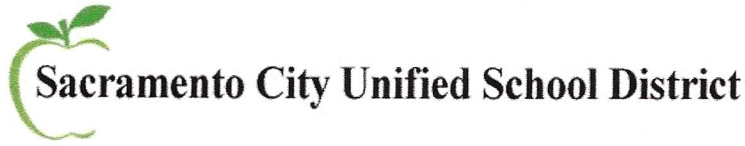
The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant



to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B - General Building Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for



the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Four Hundred Eighty-One Thousand, Nine Hundred Fifty Dollars (\$481,950)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).


- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

TSE CONSTRUCTION

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



DocuSigned by:

CC6EE7C204D7402

By: Jerry Tse

By: Rose Ramos

Title: President

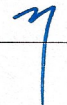
Title: Chief Business Officer

Date: 09/07/2021

Date: 09/14/2021

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The General Conditions and definitions therein are accessible on the SCUSD website at www.scusd.edu/construction-projects and are an integral part of the Contract Documents. The Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event the Contractor fails to initial this acknowledgement, the District shall have the right to reject the Bid.

CONTRACTOR'S INITIALS: 

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

EXHIBIT A

List of All District Sites
Sacramento City Unified School District

School	Address	City	ST	Zip
A. M. Winn Elementary	3351 Explorer Drive	Sacramento	CA	95827
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827
A. Warren McClaskey Adult Ed Center	5241 J Street	Sacramento	CA	95819
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826
Alice Birney Public Waldorf	6251 13th Street	Sacramento	CA	95831
American Legion	3801 Broadway	Sacramento	CA	95817
Arthur A. Benjamin Health Professions HS	451 McClatchy Way	Sacramento	CA	95818
Bowling Green Charter McCoy	4211 Turnbridge Drive	Sacramento	CA	95823
Bowling Green Charter Chacon	6807 Franklin Blvd.	Sacramento	CA	95823
Bret Harte Elementary	2751 9th Avenue	Sacramento	CA	95818
C. K. McClatchy High	3066 Freeport Boulevard	Sacramento	CA	95818
Caleb Greenwood K-8	5457 Carlson Drive	Sacramento	CA	95819
California Middle	1600 Vallejo Way	Sacramento	CA	95818
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City School	7222 24th Street	Sacramento	CA	95822
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831
Cesar E. Chavez Elementary	7500 32nd Street	Sacramento	CA	95822
Charles A. Jones (Adult Ed)	5451 Lemon Hill Avenue	Sacramento	CA	95824
Crocker Riverside Elementary	2970 Riverside Boulevard	Sacramento	CA	95818
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Edward Kemble Elementary	7495 29th Street	Sacramento	CA	95822
Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	CA	95824
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820
Fern Bacon Middle	4140 Cunny Avenue	Sacramento	CA	95823
Father Keith B. Kenny Elementary	3525 Martin L. King, Jr. Blvd.	Sacramento	CA	95817
Genevieve F. Didion K-8	6490 Harmon Drive	Sacramento	CA	95831
George Washington Carver	10101 Systems Parkway	Sacramento	CA	95827
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822
Hiram W. Johnson High	6879 14th Avenue	Sacramento	CA	95820
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826
Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826
James W. Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827
John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831

John H. Still K-8	2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Kit Carson International Academy	5301 N Street	Sacramento	CA	95819
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818
Leonardo da Vinci K-8	4701 Joaquin Way	Sacramento	CA	95822
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
Martin Luther King, Jr. K-8	480 Little River Way	Sacramento	CA	95831
Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831
New Joseph Bonnheim Comm. Charter	7300 Marin Avenue	Sacramento	CA	95820
New Technology High	1400 Dickson Street	Sacramento	CA	95822
Nicholas Elementary	6601 Steiner Drive	Sacramento	CA	95823
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd.	Sacramento	CA	95820
Pacific Elementary	6201 41st Street	Sacramento	CA	95824
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823
Peter Burnett Elementary	6032 36th Avenue	Sacramento	CA	95824
Phoebe A. Hearst Elementary	1410 60th Street	Sacramento	CA	95819
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Rosa Parks Middle	2250 68th Avenue	Sacramento	CA	95822
Rosemont High	9594 Kiefer Boulevard	Sacramento	CA	95827
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822
School of Engineering and Sciences	7345 Gloria Drive	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Success Academy	2221 Matson Dr.	Sacramento	CA	95822
Susan B. Anthony Elementary	7864 Detroit Boulevard	Sacramento	CA	95832
Sutter Middle	3150 I Street	Sacramento	CA	95816
Suttersville Elementary	4967 Monterey Way	Sacramento	CA	95822
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820
The Met Sacramento High School	810 V Street	Sacramento	CA	95818
Theodore Judah Elementary	3919 McKinley Boulevard	Sacramento	CA	95819
Washington Elementary	520 18th Street	Sacramento	CA	95811
West Campus	5022 58th Street	Sacramento	CA	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824
William Land Elementary	2120 12th Street	Sacramento	CA	95818
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822
Non-Instructional Facilities				
District Office - Serna Center	5735 47th Avenue	Sacramento	CA	95824
CB Wire	5100 El Paraiso Avenue	Sacramento	CA	95824
CP Huntington	5921 26 th Street	Sacramento	CA	95822
Florin Tech	2401 Florin Road	Sacramento	CA	95822
Nutrition Services	3101 Redding Avenue	Sacramento	CA	95820
Operations Support Services	425 1st Avenue	Sacramento	CA	95818
Purchasing/Warehouse	3051 Redding Avenue	Sacramento	CA	95820
Transportation	7050 San Joaquin Street	Sacramento	CA	95820

Any other location within the Greater Sacramento Area designated by the District



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Sacramento, CA 95816
916.443.5395

SOFTWARE DEVELOPMENT AGREEMENT

Sacramento City Unified School
District

SOFTWARE DEVELOPMENT AGREEMENT

Terms and Conditions of Service

This Software Development Agreement (the “Agreement”) is hereby entered into between Capitol Tech Solutions (“CTS”), a California corporation and Sacramento City Unified School District (SCUSD), the “Client” or “You” (collectively the “Parties”). This Agreement is effective as of the last date that both Parties execute this Agreement (the “Effective Date”). The provisions, covenants, and conditions in this Agreement apply to bind the Parties, as well as their legal heirs, representatives, successors, and assigns.

1. Scope of Services.

1.1. Scope of Work: Subject to the terms and conditions of this Agreement, Client wishes to retain CTS to perform mutually agreed services (the “Services”) and be compensated according to the Scope of Work (“SOW”) to be attached to this Agreement as Exhibit A and incorporated by this reference upon execution by the parties. Each SOW shall set forth the agreed upon project, project schedule, and payment terms and will be signed and dated by the parties. Once executed, each SOW shall be deemed incorporated into this Agreement.

1.2. Changes to Scope: SCUSD reserves the right to modify the SOW at any time provided, however, that CTS agrees to it, in writing. CTS will determine the method, details, and means of performing the Services, subject to the specifications, parameters, timeline and objectives set forth by SCUSD. Should any inconsistency exist or arise between a provision of this Agreement and a provision of a SOW, the provision of this Agreement shall prevail.

2. Payment for Services.

2.1. Billing Schedule: Client, in consideration for the services described in the SOW attached hereto, shall make payments to CTS in accordance with the Billing Schedule attached hereto as Exhibit B (the “Billing Schedule”). Client shall make payments to CTS in a timely manner in accordance with the Billing Schedule.

2.2. Time is of the Essence: The Parties hereby expressly acknowledge and agree that time is of the essence with respect to payment obligations hereunder as set forth in the Billing Schedule, and Client’s failure to make timely payment is a material breach of this Agreement. Client agrees that if it fails to make payments timely pursuant to the Billing Schedule, CTS is entitled to payment in full plus interest on any outstanding unpaid amount at a rate of 12% per annum.

3. Intellectual Property.

3.1. Work Made for Hire: CTS agrees that design and development of the Software under this Agreement (excluding “Development Tools” as expressly defined herein) is a “work made for hire” and that after CTS has delivered the Software, Client has accepted the Software, and Client has performed all payment obligations set forth in the Billing Schedule, the Software



(but not the Development Tools) shall become the sole property of Client and shall not be shared with third parties at any time unless Client agrees in writing.

3.2. Development Tools: The term “Development Tools” as used herein shall mean and refer to all materials, information, trade secrets, programming techniques and know-how, generic programming codes and segments, methods, processes, data, tools, documents, notes, formulae and templates developed by or otherwise utilized by CTS and its employees and/or contractors prior to delivery of the Software to Client in connection with design and/or development of the Software that are designed to perform generalized functions and do not contain any confidential or proprietary information belonging to Client. Such Development Tools, to the extent they are owned, remain the property of CTS and/or its employees and/or contractors.

3.3. Assignment: To the extent CTS produces or creates any Software in the course of performing the tasks specified in the Scope of Work other than Development Tools that, for any reason, does not qualify as a “work made for hire,” CTS hereby grants to Client, and Client hereby accepts, an unlimited, unrestricted, royalty-free, fully worldwide and exclusive license to use any such Software.

4. Performance, Delivery, and Acceptance.

4.1. Client Cooperation: Client agrees to perform any and all tasks assigned to Client set forth in this Agreement and the Scope of Work and to provide all assistance and cooperation necessary to CTS to complete timely and efficiently the tasks set forth in the Scope of Work and to execute any Change Requests. CTS shall not be responsible for any delays in performance of the tasks set forth in the Scope of Work, or any failure to meet any deadlines specified in the Scope of Work, the Billing Schedule, or anywhere else in this Agreement, caused in whole or in part by Client’s failure to timely provide its assistance or cooperation upon request by CTS.

4.2. Acceptance of the Software: Client shall make all necessary personnel and data available for testing the Software and training users of the Software prior to and during implementation. Client shall, in cooperation with CTS, prepare and be responsible for a plan for Client to test the Software using suitable test procedures to verify that the Software meets Client’s requirements. Client shall have ten (10) business days to test the Software and determine whether it satisfies its acceptance criteria in accordance with the Client’s acceptance plan. If Client approves the Software or fails to reject the Software within the ten (10) business day period in accordance with the terms set forth in paragraph 4.3 herein, or if/when Client puts the Software into regular operation, Client will be deemed to have accepted the Software.

4.3. Rejection of the Software: If Client tests the Software and determines that it fails to meet Client’s requirements, Client must notify CTS in writing of the rejection with a detailed explanation of the manner in which the Software does not meet Client’s requirements. CTS will then work with Client to develop a timetable for repairing deficiencies identified in the Software by Client. Once such repairs are completed, CTS will notify Client and Client shall have

another ten (10) business days to test the Software again and accept or reject it.

5. Warranties and Limitations.

5.1. Software Provided "As Is": The Software CTS develops and provides under this Agreement is provided on an "As Is" basis with no warranties or representations, express, implied, or statutory, except as provided in paragraph 5.2 herein. CTS provides no warranty, express or implied, of merchantability, quality, or fitness for a particular purpose, nor are any warranties created or implied by the course of dealing, course of performance, or trade usage, except as provided in paragraph 5.2 herein. CTS does not represent or warrant that the Software will be free of errors or that the Software will operate without interruption. Client expressly represents and warrants that it understands that CTS has provided no warranties except as expressly set forth in paragraph 5.2 herein, and that these exclusions are an essential and material part of this negotiated Agreement.

5.2. Performance Standards: CTS will perform the tasks set forth in the Scope of Work in a workmanlike manner consistent with industry standards. To the extent Client believes any tasks are not performed in a manner consistent with industry standards, Client must report such deficiencies in writing, and Client's exclusive remedy shall be re-performance of the task or tasks in a commercially reasonable period of time. CTS represents and warrants that the Software will not infringe on the intellectual property rights of any third party, and CTS will indemnify and hold harmless Client against any third party claims of intellectual property infringement arising from the Software. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CTS PROVIDES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

5.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN WHOLE OR IN PART FROM THE PERFORMANCE OF TASKS SET FORTH IN THE SCOPE OF WORK OR ARISING FROM THE SOFTWARE OR USE THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, CLIENT AND CTS WILL INDEMNIFY AND HOLD HARMLESS THE OTHER FROM ANY CLAIMS INCURRED BY ACTS ARISING OUT OF OR IN CONNECTION WITH ANY ACTS OF THE OTHER INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED.

6. Term and Termination.

6.1. Term: This Agreement will become effective on the Effective Date. This Agreement will terminate upon the completion of the Services identified in the SOW or until terminated as set forth below.



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(916) 443-5395

6.2. Termination for Cause: Either of the Parties may terminate this Agreement if the other party defaults in any material duty or obligation hereunder upon written notice not cured within ten (10) days of receipt of such notice. The terminating party must provide written notice of intent to terminate, which must include a detailed description of the alleged material breach. The party receiving such notice shall have ten (10) days to cure the breach. Should the party receiving notice effectively and fully cure the default within ten (10) days of receipt of notice, the noticing party may not terminate the Agreement for cause.

6.3. Termination Without Cause: This Agreement may be terminated without cause upon thirty (30) days written notice. In the event of a termination for convenience, Client shall pay CTS for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of termination. CTS will provide Client with documentary evidence of charges incurred up until the date of termination within a reasonable time upon notice of termination, and payment will be expected in full within thirty (30) days from the date such documentary evidence is provided. The Parties may mutually agree in writing to terminate this Agreement at any time.

6.4. Automatic Termination: This Agreement terminates automatically on the occurrence of either of the following events:

- 6.4.1.** bankruptcy or insolvency of either party; or
- 6.4.2.** sale of the business of either party.

In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

7. Contractor Relationship Between Client and CTS.

7.1. Independent Contractor Relationship: It is the intention and understanding of the parties that CTS is an independent contractor and is not employed by Client. It is recognized that CTS may or will be performing professional services during the term for other parties and that Client is not the exclusive user of the services that CTS will provide. CTS is, and shall be at all times, an independent contractor and not an agent or representative of Client with regard to performance of this Agreement. Client shall not represent that it is, or hold itself out as, an agent or representative of CTS, nor shall client represent that CTS is its agent or representative. In no event shall Client be authorized to enter into any agreement or undertaking for or on behalf of CTS.

7.2. Cooperative Relationship: Client acknowledges that CTS depends in large part on Client's cooperation and professionalism for the quality and timeliness of its work product and deliverables. Client agrees to cooperate with CTS as may be requested from time to time by



CTS by making available to CTS any and all requested content, information, and/or approval reasonably necessary to complete projects in a timely manner.

The Parties expressly acknowledge and agree that any failure by Client to reasonably comply to the terms of this paragraph, including but not limited to lengthy delays in providing requested information to CTS, and/or failure to interact with CTS employees and staff in a professional and courteous manner, shall constitute grounds for termination for cause pursuant to paragraph 6.2 of this Agreement.

7.3. Professional Discretion: Client agrees that CTS may exercise its professional discretion with regard to performing the tasks specified in the Scope of Work.

8. Dispute Resolution.

8.1. Choice of Venue: The Parties agree that this Agreement is made in, and shall be performed in, Sacramento, California. The Parties agree that exclusive jurisdiction over all disputes arising from this Agreement shall exist in Superior Court for the County of Sacramento, or, if federal jurisdiction over the dispute exists, in the United States District Court for the Eastern District of California.

8.2. Choice of Law: This Agreement shall be governed and construed in accordance with the laws of the state of California, excluding California's choice of law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of California, excluding California's choice-of-law principles.

8.3. Attorney's Fees: In any litigation or other dispute resolution proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, or asserts any claim or claims arising from this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

9. Confidentiality.

All communications regarding the work performed pursuant to this Agreement within the scope of the Scope of Work are for the sole use of Client and CTS. All information exchanged by and between the parties for purposes of performing the services specified in the Scope of Work are confidential, privileged, and proprietary in nature. The Parties agree not to disclose any such information or communications to any third party or third parties unless such disclosure is reasonably necessary to achieve the objectives of this Agreement. These obligations of confidentiality survive termination of this Agreement, but shall not apply with respect to information which is independently developed or obtained by any of the Parties or lawfully becomes part of the public domain.



10. Insurance.

Prior to commencement of services and during the life of this Agreement, CTS shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

11. Miscellaneous Provisions.

- 11.1. Non-Waiver:** Any failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 11.2. No Presumption:** Both CTS and Client agree that they have had a full and fair opportunity to review this Agreement, to obtain advice of counsel with respect to this Agreement, and to participate in drafting and revising this Agreement. Each of the Parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.
- 11.3. Entire Agreement:** This Agreement contains all covenants, promises, agreements and conditions between the Parties concerning the subject matter of this Agreement. This Agreement specifies the working relationship between Client and CTS, and specific obligations of both parties. No verbal agreements, conversations, understandings, or implied agreements between any officer, agent, associate or employee of CTS and/or Client prior to the Effective Date shall affect or modify any of the terms or obligations contained in this Agreement. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties hereto.
- 11.4. Force Majeure:** Except for payment of sums due under the Billing Schedule, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance of this Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force Majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force Majeure, said party shall provide written notification to the other within 48 hours if possible. Delays shall cease as soon as practicable and written notification of same provided.
- 11.5. Compliance with Law:** Client and CTS both represent and warrant that they shall perform and comply with all applicable laws of the United States and the State of California; and all applicable laws, ordinances, rules, regulations, orders, and other requirements, in effect, of

any governmental entity (including but not limited to such requirements as may be imposed upon CTS and applicable to this Agreement). Client shall use the Software only for lawful purposes, and shall indemnify and hold harmless CTS in the event any third party or enforcement agency alleges unlawful use of the Software.

11.6. Disclosure of Student Information. The Parties understand and agree that, in order for CTS to effectively provide the Services as described herein, the Contractor may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.

Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as CTS, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)

CTS is considered a “school official” for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i). CTS and/or its employees or subcontractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student. CTS and/or its employees or subcontractors shall not use student information for any other purpose than the scope of work described herein.

11.7. Severability: If any provision of this Agreement is deemed unenforceable, then such provision will be modified to reflect the parties’ lawful intention and all remaining provisions of this Agreement shall remain in full force and effect.

11.8. Counterparts: This Agreement may be executed by the Parties in counterparts. The Parties need not execute this Agreement at the same time or in the same place for the Agreement to be effective.

12. Communication and Notices.

12.1. Communication and Notice to CTS:

General communications with CTS shall be sent by electronic mail to:

Capitol Tech Solutions
E-Mail: info@capitoltechsolutions.com



2830 G St. STE 200
Sacramento, CA 95816
(916) 443-5395

Formal notices under this Agreement shall be sent by mail or electronic mail to:

Robert Reed
2831 G Street, Suite 200
Sacramento, CA 95816

E-Mail: bobby@capitoltechsolutions.com

12.2. Communication and Notice to Client:

General communications with Client shall be sent by electronic mail to:

Diana Flores
E-Mail: Diana-flores@scusd.edu

Formal notices to Client shall be sent by mail or electronic mail to:

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

E-Mail: Jessica-sulli@scusd.edu



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the latest date of signature below (the "Effective Date").

The signatories below represent and warrant that they are authorized agents of the Parties with full authority to bind the respective Parties they represent. The signatories below represent and warrant that they have had an opportunity to review this Agreement and consult with legal counsel, that they fully understand the terms herein, and agree to all such terms.

<p>Sacramento City Unified School District</p> <hr/> <p>Signature</p> <p>By: Rose Ramos Title: Chief Business Officer</p> <p>Date: _____</p> <p>Billing Contact</p> <p>Robert Aldama 3101 Redding Avenue Sacramento, CA 95820 E-Mail: Robert-aldama@scusd.edu</p>	<p>Capitol Tech Solutions</p> <hr/> <p>Signature</p> <p>By: Robert Haney Title: Business Development Manager</p> <p>Date: _____</p>
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EXHIBIT A

Scope of Work

Project Background

SCUSD uses Data Entrée Application to manage activities related to planning, production, and distribution of meals to school within its districts. Data Entrée has served the district’s needs for decades. However, the application has fallen behind in technology and is no longer meeting the changing needs of the SCUSD.

The current version of Data Entrée is built with Microsoft Visual 6 and runs on Microsoft .NET 2.0 Framework and SQL Server 2005, all of which are well out of support. The application is operational only on Windows 7 Operating System, as of January 14, 2020 Microsoft no longer provides security patches for Windows 7, thus application may become more vulnerable to security risks.

Project Goal

The goal of the project is for SCUSD to work with CTS to modernize the Data Entrée Application so it is reliable for another decade, meets current needs, is flexible to future needs, is secure, and is mobile friendly.

Project Approach

The project will be split into three phases as shown in the table below with clear objectives, deliverables, and target duration.

Phase Name	Objective	Deliverable(s)	Duration	Estimated Cost
Phase I: Fix It	Address the security vulnerability of running the application on Windows 7. Fix the defects that are a major impediment to the district.	<ul style="list-style-type: none"> Update third party components, build, and distribute install packages that can run on Windows 10 to SCUSD staff. Fix Defect #1: Recipe not displayed properly in Meal Tracker Fix Defect #2: Recipe items creates issues when the included recipe item is included in a separate meal. Fix Defect #3: Holiday schedule delivery day adjustment 	8 weeks	\$63,200
Phase II: Upgrade	Address the reliability, maintainability, and mobile friendliness by upgrading the application to a Desktop App that can be easily distributed to Staff desktop	<ul style="list-style-type: none"> Upgrade the Data Entrée Database to at least Microsoft SQL Server 2019. Upgrade the .NET Framework to at latest .NET 5.0. 	12 weeks	\$94,800



	and Surface devices across the schools and warehouse.	<ul style="list-style-type: none"> Upgrade the 240 UI screens to 'Desktop App' screens Setup Click Once technology so latest App upgrades are automatically available to staff devices in one click. 		
Phase III: Enhance	Address the current needs of the district by implementing the new features	Implement the 41 features as specified on 'Data Entrée Objectives (Timelines).xlsx' (attached hereto as <u>Exhibit A.1</u>). This can be rolled out in sub-phases, and is subject to revision and change as may be required over the course of the project.	40 weeks	\$316,000

Costs reflected in the table above are estimates only, and are not intended to reflect or communicate fixed or absolute costs.

Initial Project Objectives and Timeline

A spreadsheet detailing our initial project objectives, action items, and timeline is attached hereto as Exhibit A.1 (the "Initial Project Objectives Spreadsheet").

While the Initial Project Objectives Spreadsheet reflects our initial, preliminary analysis and estimates concerning anticipated action items, deliverables, and timeline, it is not intended to be an exhaustive list, nor is CTS necessarily obligated to complete all items listed within the time frames reflected, or at all. Rather, CTS will work with SCUSD in an iterative fashion on an ongoing basis throughout the duration of the project, and CTS and SCUSD may mutually agree to revise any and all action items, deliverables, and/or timelines as needed over the course of the project to achieve the project goal described herein. Changes to the objectives, action items, and timeline reflected herein and in the Initial Project Objectives Spreadsheet may be made on an informal basis throughout the course of the project and will not require change orders or amendments to this Agreement.

EXHIBIT B

Billing Schedule

[BILLING SCHEDULE GOES HERE – CONSISTENT WITH PROPOSAL FROM PROJECT SUMMARY – MONTHLY PAYMENT PLAN]



2830 G St. STE 200
Sacramento, CA 95816
(916) 443-5395

SERVICES AGREEMENT

Date: October 7, 2021 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

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

Contractor will implement safe and reliable testing services at various sites throughout the District, as directed by the Student Support & Health Services Department.

1. Qualified technicians will observe the collection of the BinaxNow (rapid antigen) test.

Contractor's staff has been trained to observe the collection of the BinaxNow test by CDPH staff and fulfilled all training requirements set out by CDPH. Contractor is experienced in uploading test results using the Primary Health Software platform as requested by the State. Contractor will observe testing at schools under the direction of District.

2. Qualified technicians will collect PCR specimens as directed, to be delivered to the lab designated by the ordering entity.

Contractor's staff is experienced in collecting Color Genomics PCR samples and having the samples shipped to the processing lab.

3. Contractor will provide staffing of up to 30 additional staff to meet the needs of testing requirements in the District.
4. Contractor will provide PPE needed for its technicians (N95 masks, gloves, hand sanitizer, & biohazard bags).
5. Contractor will report through Primary, and/or Color.
6. Contractor will deliver specimens to the appropriate location as requested by the District.
7. Contractor will not provide tables, chairs, or other work station requirements for the purpose of testing, processing, & shipping specimens. Contractor will require appropriate work space to perform the duties of testing requested by District.
8. Technicians will work 8 hours a day, Monday through Friday.

ARTICLE 2. TERM.

This Agreement shall commence on October 7, 2021, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$6,400 per full-time equivalent (FTE) per month of services as may be requested by District, not to exceed a maximum of 30 FTE. District will also reimburse Contractor for half of the cost of Live Scan fingerprinting services for all staff provided to the District. District shall not pay travel and other expenses. Total fee shall not exceed One Million, Seven Hundred Twenty-Eight Thousand Dollars (\$1,728,000).

All fees are based on the starting of tiered deployment of technicians commencing on October 11, 2021 and will continue through the end of the school year June 30, 2022. The first 10 technicians will be available October 11, 2021 and the remaining 20 technicians will be deployed by October 25th. Contractor will notify the District if remaining 20 technicians can be deployed at earlier date.

Payment shall be made within 30 days upon submission of monthly invoices sent on or after the first business day after the month end to the attention of Rebecca Wall, Technician, Health Services Department at rebecca-wall@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under

this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

As required by District, all individuals that come into contact with District students must undergo a criminal background investigation by District. Contractor 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, District shall within 48 hours notify Contractor of such a subsequent

arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Contractor 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 (or MOU).

District also recommends that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be encouraged to obtain annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. A free resource for such training can be found at <https://account.mandatedreporter.ca.com/login>.

ARTICLE 8. VACCINATION REQUIREMENTS

Vaccination requirements. As required by district and state public health order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to district shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor’s receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to district on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor’s employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

ARTICLE 9. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 10. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any

insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 11. TERMINATION.

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

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

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

ARTICLE 12. ASSIGNMENT.

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

ARTICLE 13. NOTICES.

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

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
5735 47th Ave
Sacramento CA 95824

Contractor:
Vestra Labs, LLC
11036 N 23rd Ave Ste 8
Phoenix, AZ 85029

ARTICLE 14. ENTIRE AGREEMENT.

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

ARTICLE 15. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 16. NONDISCRIMINATION.

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

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. RULES AND REGULATIONS.

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

ARTICLE 19. APPLICABLE LAW/VENUE.

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

ARTICLE 20. DISCLOSURE OF STUDENT INFORMATION

The Parties understand and agree that, in order for the Contractor to effectively provide the Services as described herein, the Contractor may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.

Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Contractor, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)

The Contractor is considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i). The Contractor and/or its employees or subcontractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student. The Contractor and/or its employees or subcontractors shall not use student information for any other purpose than the scope of work described herein.

ARTICLE 21. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.


**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

VESTRA LABS, LLC

By: _____

Rose Ramos
Chief Business Officer

By: _____



Gilbert Rabin
President

Date

9-27-21

Date

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement (“Agreement”) is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 (“Infinite Campus”) and:

(“Licensee”)

Name: Sacramento City Unified School District

Address: 5735 47th Ave Sacramento, CA 95824-4528

RECITALS

- A. Infinite Campus has developed certain proprietary student information software and documentation, which is updated and revised by Infinite Campus from time to time, and Infinite Campus has licensed from third parties, or developed other products and services, as offered by Infinite Campus, and amended from time to time (collectively, the “Infinite Campus Products”);
- B. Infinite Campus, or an Infinite Campus Authorized Channel Partner, may provide certain services for Infinite Campus Products, including software implementation services, software maintenance services, training services, data conversion services, project management services, product support services, technical support services and application hosting services (collectively, the “Infinite Campus Services”); and
- C. Infinite Campus and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing and implementation of certain Infinite Campus Products and delivery of certain Infinite Campus Services identified on one or more Order and Pricing Schedules, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. Rights and Obligations

- 1.1 License Grant. Subject to the terms and conditions hereof, Infinite Campus grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, license to use: (i) the specific Infinite Campus Products identified on the applicable Order and Pricing Schedules; and (ii) the related documentation (which may include, but is not limited to, users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable and as available). Licensee shall install and use Infinite Campus Products and the documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and documentation were designed.
- 1.2 Products and Services. Subject to the terms and conditions hereof, Infinite Campus, or an Infinite Campus Authorized Channel Partner, shall provide the Infinite Campus Services as listed on the applicable Order and Pricing Schedules.

2. Ownership and Protection of Infinite Campus Products

- 2.1 Ownership. Licensee acknowledges that Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Infinite Campus or Infinite Campus licensor. Licensee further acknowledges that any reports or other data generated by Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Infinite Campus and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Infinite Campus in any manner that Infinite Campus deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
 - a) adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer Infinite Campus Products or the documentation, or any portion thereof;
 - b) identify or discover any source code of Infinite Campus Products;
 - c) distribute, sell, or sublicense copies of Infinite Campus Products or the documentation or any portion thereof;

- d) create copies of Infinite Campus Products or the documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of Infinite Campus Products; or
- e) incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of Infinite Campus Products or the documentation.

2.3 **Confidentiality.** Licensee agrees that Infinite Campus Products contain proprietary information, trade secrets, know-how, and confidential information that are the exclusive property of Infinite Campus or Infinite Campus licensor(s). During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party, nor use such information other than to inform permitted users of the conditions and restrictions on the use of Infinite Campus Products or the documentation, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Infinite Campus.

3. Fees and Payment Terms

3.1 **Payment Terms.** Licensee shall pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee shall pay third-party fees directly to the specified third party.

- a) The fees for the Infinite Campus Products shall be valid from the Service Start Date until the conclusion of the term specified on the Applicable Order and Pricing Schedules (the "Initial Term").
- b) Licensing, hosting, and support fees will be invoiced on the Service Start Date for the Initial Term.
- c) SIS implementation services, if any, will be invoiced immediately after the Effective Date.
- d) Travel expenses and premium product implementation services, if any, will be invoiced monthly as expenses or services are incurred.
- e) All invoices are Net 30.

3.2 **Annual Recurring Fees.** Following the Initial Term, for each twelve (12) month period thereafter (each a "Subsequent Term"), Licensee shall pay annual fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.

3.3 **Travel Expenses.** To the extent Infinite Campus will be incurring any expenses on Licensee's behalf in performance of this Agreement, Licensee agrees to pay Infinite Campus for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Infinite Campus' performance of its duties under this Agreement. Such expenses shall be incurred in accordance with the Business Expense Policy located at <https://www.infinitecampus.com/policies>.

3.4 **Taxes.** All amounts set forth on the Applicable Order and Pricing Schedules are exclusive of applicable sales and similar taxes, and it shall be Licensee's responsibility to pay all such taxes, if applicable.

4. Indemnification; Warranties

4.1 **Indemnifications.**

- a) If Licensee notifies Infinite Campus in writing and gives Infinite Campus sole control over the defense and all related settlement negotiations, Infinite Campus will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee, to the extent based on an allegation that: (i) Products for which Licensee has licensed from Infinite Campus infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.
- b) To the extent permitted by law, Licensee will defend, hold harmless and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

- c) If either party seeks indemnification provided for in Section 4.1, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Infinite Campus will not make public any terms, or the mere existence, of any settlements.
- d) THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFINITE CAMPUS WITH RESPECT TO ANY INFRINGEMENT, OR CLAIMS OF INFRINGEMENT, REGARDING INFINITE CAMPUS' PRODUCTS, OR ANY PORTION THEREOF, WITH REGARD TO ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

4.2 Warranties.

- a) Infinite Campus warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of Infinite Campus Product to Licensee, Infinite Campus Products will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the absence of damage or abuse to Infinite Campus Products.
- b) Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Infinite Campus shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in Infinite Campus Products, replace Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Infinite Campus under this Agreement for the defective Infinite Campus Products, as set forth in Section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- c) Infinite Campus represents and warrants that, (a) the work to be performed and services to be provided by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (e) the work performed will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work performed will not be obscene, child pornographic, or indecent; and (g) the work performed will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.2, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO INFINITE CAMPUS PRODUCTS, MAINTENANCE, SUPPORT, OR OTHER SERVICES.

5. **Limitations of Liability**

IN NO EVENT WILL INFINITE CAMPUS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST PROFITS. INFINITE CAMPUS' TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6. **Agreement Term and Termination**

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin on the date this Agreement is executed by the Licensee ("Effective Date") and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- a) either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- b) either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within fifteen (15) days of notice thereof;
- c) either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- d) notwithstanding the foregoing, if the Licensee violates the provisions of Article 2 of this Agreement Infinite Campus may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by Infinite Campus pursuant to Section 6.2(a) prior to an anniversary date, Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by Infinite Campus pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, Infinite Campus shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date Infinite Campus shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

- a) Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use Infinite Campus Products and Infinite Campus Services and shall return to Infinite Campus all Infinite Campus Products and all copies thereof and all proprietary and confidential property of Infinite Campus. Licensee shall expunge all copies of Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Infinite Campus shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.
- b) Upon ninety (90) business days following the termination of this Agreement, or sooner at the request of the Licensee, Infinite Campus warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7. Additional Terms

7.1 If not already covered by a separate agreement from an Infinite Campus Authorized Channel Partner for any items (a) – (c) below, and if Licensee has chosen any of the following services directly from Infinite Campus, as specified on an applicable Order and Pricing Schedule then Licensee understands and agrees that the following terms and conditions also apply:

- a) Cloud Hosting (Standard Cloud or Cloud Choice). <https://www.infinitecampus.com/policies/index/cloud-hosting-services-terms>
- b) On-Site Hosting. <https://www.infinitecampus.com/policies/index/on-site-hosting-services-terms>

- c) Software Support Services. <https://www.infinitecampus.com/policies/index/software-support-services-terms>
- d) Online Registration. By agreeing to purchase Online Registration, Licensee also understands and agrees that it will use the Infinite Campus Digital Repository Services, which use is subject to the terms and conditions located at <https://www.infinitecampus.com/policies/digital-repository-services-terms-of-service>.

8. General Terms and Conditions

- 8.1 Assignment. This Agreement is personal to Licensee. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give, or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Infinite Campus has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce such provisions later.
- 8.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 Headings, Exhibits, and Construction. Article and section headings are for reference only and will not be considered as parts of this Agreement. The attached exhibits, and the Applicable Order and Pricing Schedules, and hyperlinked terms and conditions are an integral part of this Agreement and are incorporated by reference. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, epidemics, pandemics, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts or failure of the Internet (not resulting from the actions or inactions of Infinite Campus), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 8.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties regarding the subject matter herein. Except as stated in Section 8.3 above, any document, instrument, or agreement issued or executed contemporaneous or after this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all Infinite Campus' and Licensee's agreements, warranties, understandings, conditions, covenants, and representations regarding the subject matter herein. Neither Infinite Campus nor Licensee will be liable for any warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Infinite Campus reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 8.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Infinite Campus and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Sacramento City Unified School District
5735 47th Ave
CA, 95824-4528


Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this Section.

- 8.9 Applicable Law. Infinite Campus complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children’s Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission’s website at <http://www.ftc.gov>.
- a) While providing services during the term of this Agreement, Infinite Campus may process and store Licensee data and may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Infinite Campus has access to “education records” under this Agreement, it is deemed a “school official,” as each of these terms are defined under FERPA. Infinite Campus shall use education records only for the purposes of fulfilling its duties under this Agreement. To improve the products and services it provides, Infinite Campus may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Infinite Campus shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Infinite Campus under this Agreement.
 - b) In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Infinite Campus affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Infinite Campus shall immediately inform Licensee of such request in writing, if it is allowed to do so. Infinite Campus shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
 - c) If Infinite Campus experiences a security breach concerning any education record covered by this Agreement, Infinite Campus shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Infinite Campus of the confidentiality obligation set forth in this Agreement may, at Licensee’s discretion, result in cancellation of this Agreement and the eligibility for Infinite Campus to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage, or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party’s unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state, or administrative in nature.
 - d) Upon termination of this Agreement, Infinite Campus shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3(b) of this Agreement. Infinite Campus shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 8.10 Export Rules. Licensee agrees that Infinite Campus Products will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the “Export Laws”). In addition, if Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving Infinite Campus Products. All rights to use Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section


- 8.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and/or “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.
- 8.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto shall be deemed (a) to be “written” or “in writing,” (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an email message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Infinite Campus and Licensee.

Infinite Campus, Inc.

By: 
Stephanie Svoboda (Aug 24, 2021 11:32 CDT)
Name: Stephanie Svoboda
Its: Authorized Signer
Date: Aug 24, 2021

Licensee

By: 
Bob Lyons (Aug 24, 2021 11:09 PDT)
Name: Bob Lyons
Its: Chief Information Officer
Date: Aug 25, 2021

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., (“Company”) and Sacramento City Unified School District (“Licensee”).

Description	Initial Term Start Date	Initial Term Length	Quantity	Fee Type	Unit Price	Total
Infinite Campus Services, Cloud Choice Hosting Services – SIS	1/1/2022	6	40,711	Prorated	\$0.50	\$20,355.50
Data Warehouse Virtual Server	1/1/2022	6	1	Prorated	Flat	\$1,600.00
Data Change Tracker - Year 1	1/1/2022	6	40,711	Prorated	Flat	\$1,017.78
Campus Analytics (Early Warning & Data Health Check) - only Cloud & Cloud Choice	1/1/2022	6	40,711	Prorated	Max.	\$25,000.00
Campus Analytics Setup Fee	1/1/2022	NA	1	One Time	Flat	\$500.00
In-District Hosting Services - SIS Pro-rated Credit						(\$30,533.25)
Data Change Tracker - In-District Pro-rated Credit						(\$3,750.00)
Year 1 Pro-rated Total						\$14,190.03

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2019	40,711	Recurring	\$6.00	\$244,266.00
Messenger with Voice Tiered License Fee (1 - 10,000 Students)	7/1/2019	10,000	Recurring	\$0.90	\$9,000.00
Messenger with Voice Tiered License Fee (10,001 - 20,000 Students)	7/1/2019	10,000	Recurring	\$0.72	\$7,200.00
Messenger with Voice Tiered License Fee (20,001 - 30,000 Students)	7/1/2019	10,000	Recurring	\$0.54	\$5,400.00
Messenger with Voice Tiered License Fee (30,001 - 40,000 Students)	7/1/2019	10,000	Recurring	\$0.36	\$3,600.00
Messenger with Voice Tiered License Fee (40,001 - 50,000 Students)	7/1/2019	711	Recurring	\$0.18	\$127.98
Infinite Campus Services, Cloud Choice Hosting Services – SIS	7/1/2022	40,711	Recurring	\$1.00	\$40,711.00
Data Warehouse Virtual Server	7/1/2022	40,711	Recurring	Flat	\$3,200.00
Infinite Campus Services, Software Support – SIS	7/1/2019	40,711	Recurring	\$1.20	\$48,853.20
Infinite Campus Services, Tiered Software Support – Messenger with Voice (1 - 10,000 Students)	7/1/2019	10,000	Recurring	\$0.25	\$2,500.00
Infinite Campus Services, Tiered Software Support – Messenger with Voice (10,001 - 20,000 Students)	7/1/2019	10,000	Recurring	\$0.21	\$2,100.00
Infinite Campus Services, Tiered Software Support – Messenger with Voice (20,001 - 30,000 Students)	7/1/2019	10,000	Recurring	\$0.17	\$1,700.00
Infinite Campus Services, Tiered Software Support – Messenger with Voice (30,001 - 40,000 Students)	7/1/2019	10,000	Recurring	\$0.13	\$1,300.00
Infinite Campus Services, Tiered Software Support – Messenger with Voice (40,001 - 50,000 Students)	7/1/2019	711	Recurring	\$0.09	\$63.99
Messenger Remote Dial-In	7/1/2019	1	PAID	Flat	\$0.00
Online Registration Prime	7/1/2019	40,711	Recurring	Max.	\$37,500.00
Data Health Check	7/1/2019	40,711	Recurring	Max.	\$10,000.00
Multi Language Editor Tool	7/1/2019	40,711	Recurring	Flat	\$1,500.00
Campus Learning-District License Fee	7/1/2021	40,711	Recurring	Max.	\$50,000.00
Campus Analytics (Early Warning & Data Health Check) - only Cloud & Cloud Choice	7/1/2022	40,711	Recurring	Max.	\$50,000.00
Escrow	7/1/2019	1	Recurring	Flat	\$500.00
Custom Reports; Foster Focus Extracts	7/1/2019	1	Recurring	Flat	\$325.00
Data Change Tracker - Year 2	7/1/2022	40,711	One Time	Flat	\$4,071.10
Data Change Tracker - Year 3	7/1/2023	40,711	Recurring	\$0.15	\$6,106.65
Year 3 Total					\$523,918.27
Annual Recurring Total (Starting 7/1/23)					\$525,953.82

Sacramento City Unified School District

Bob Lyons
Bob Lyons (Aug 27 2021 11:09 PDT)
Bob Lyons

By:

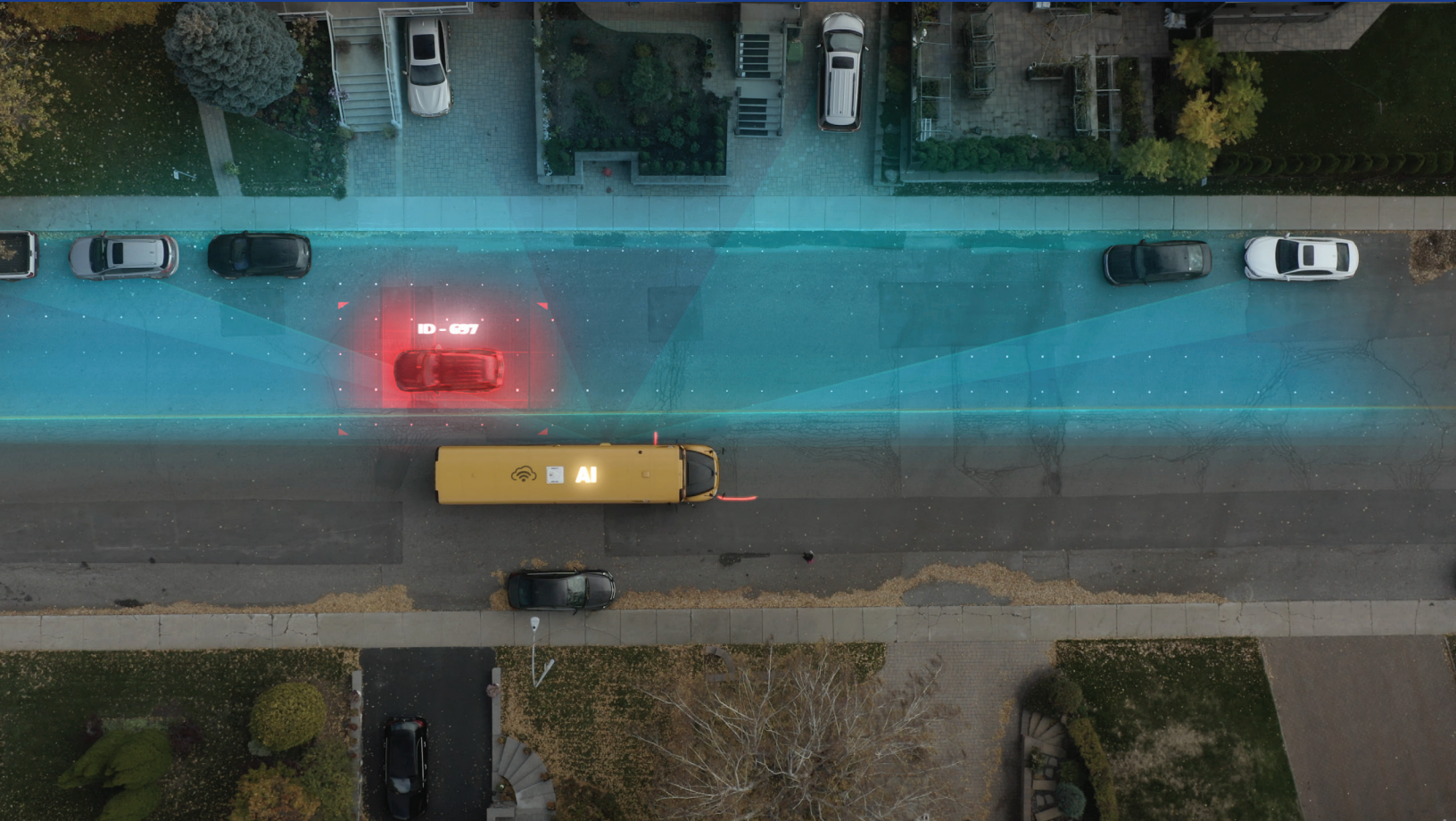
Name:

Its:

Chief Information Officer



BUSPATROL



Every day in California, thousands of drivers unlawfully pass stopped school buses, putting children at risk. **This must STOP.**

California Pilot Proposal



Overview

In this document, BusPatrol outlines its proposal to implement a school bus safety pilot program in partnership with selected school districts in California. As per this proposal, the pilot program would take place in the upcoming school year, starting in September 2021.

Why should I participate in CA BusPatrol pilots programs?

Every day in California, more than three million students travel to school in an estimated 36,000 school buses.* These children are most vulnerable while boarding or exiting the bus. According to data released by the National Association of State Directors of Pupil Transportation Services (NASDPTS), drivers illegally pass school buses more than 17 million times a year in North America. Every time a driver ignores a school bus stop-arm and illegally passes a school bus, a child is put at risk.

To tackle this problem, BusPatrol will be advocating for legislation to authorize the use of stop-arm cameras to improve student safety for all communities across the state.

The legislation will enable school districts and law enforcement officials to use safety technology and safety programs to change driver behavior and create a culture of responsibility and awareness around school buses in California.

Previously, school districts and municipalities in California have not participated in stop-arm violations surveys. However, data collected in other states suggests that school buses are passed between 1.6 to 3.8 times per bus, per day. This pilot program is an opportunity to know the risks that children face as they travel to and from school in California.



TESTDRIVE THE TECHNOLOGY

See first-hand the advanced technology in action



COLLECT DATA

You will help collect data to build a report that will be presented to public officials, illustrating the extent of the problem in California



CAMPAIGN AWARENESS

Support our public awareness campaign and help us build support for this important safety technology

SHOW YOUR COMMUNITIES THAT THE ILLEGAL PASSING OF SCHOOL BUSES MUST STOP

*NASDPTS 2019 Stop-Arm Survey



What are the costs and impacts for participating districts?

\$0

NO COST

There is no cost associated with the deployment of BusPatrol safety tech. **It's on us.** We install maintain and remove the equipment if the legislation does not pass in 2021.



BUSES

BusPatrol will equip 5 to 10 buses per district and 60 buses total in California with its safety technology. These school buses should travel on common routes to provide accurate sample data.



DURATION

The pilot will last between 30 and 45 school days



REPORT

Weekly reports and insights will be shared with participating school districts. These include charts and tables summarizing stop-arm violations that have been captured in your community. Videos are also available upon request by authorized school districts officials.




CERTIFIED INSTALLER

BusPatrol is a certified installer for all major school bus manufacturers. Installations do not alter any existing warranties.

Pilot project scope



Up to 10 buses per district outfitted with BusPatrol safety technology 



Common routes selected to provide accurate data



Pilot program in September 2021



Potential for full fleet implementation in May 2022



BusPatrol safety technology includes stop-arm cameras, 4G LTE connectivity, DVR and storage devices, cloud-managed 360-degree safety cameras (interior, windshield, rearview, and side load cameras), and GPS and telemetry

Why BusPatrol?

BusPatrol is the leading provider of school bus safety programs in North America. Its programs are proven to reduce the rate of illegal passings by up to 30% YOY. In addition, BusPatrol is the only vendor to offer full-fleet deployment of its safety technology at no upfront cost to the school, municipality, or taxpayer.



A sample contract has been included in the following pages, outlining the responsibilities of all parties.



PILOT PROGRAM AGREEMENT

This Pilot Program Agreement (the "Agreement") is made and entered into as of _____, 2021 (the "Effective Date"), among BusPatrol America LLC., the "Contractor", and the "District" (Contractor and District being sometimes referred to in this Agreement collectively as the "Parties," and individually as a "Party").

WITNESSETH

WHEREAS, it is a mutual objective of both BusPatrol America LLC and the District to evaluate the propensity of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students within the School District; and

WHEREAS, the School District owns , operates, or contracts with 3rd parties to own or operate multiple school buses within the School District; and

WHEREAS, the School District is interested in potentially implementing a school bus safety program in order to reduce the incidence of possible injuries caused specifically to children by the violation of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students; and

WHEREAS, the Contractor is the industry leader in school bus stop arm enforcement technology and is interested in assisting the School District with the implementation of a school bus safety program in order to reduce the incidence of possible injuries caused specifically to children by the violation of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students; and

WHEREAS, the School District hereby authorizes the installation of the Contractor's video equipment on a limited number of school buses within the School District in order to evaluate the Contractor's equipment, software and services, as well as the propensity of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students within the School District; and

WHEREAS, the purpose of this Agreement is, in part, to define the aforementioned program and the Parties' obligations and responsibilities thereunder; and

NOW THEREFORE, Contractor and District in consideration of the terms, covenants, and conditions herein contained or incorporated, hereby agree as follows:

SCOPE OF SERVICES

1. Equipment Installation and Maintenance:

The installation equipment by the Contractor will include stop-arm exterior cameras, an onboard computer, and digital video recording system. The Contractor will equip and maintain the monitoring systems on the selected buses throughout the duration of the agreement.

a. The Contractor shall be responsible for the installation, upkeep and maintenance, and back office services of the school bus stop arm camera enforcement system. The Contractor shall ensure the Contractor's system does not in any way interfere with other equipment or systems loaded on the School District's school buses.

b. The School District agrees to allow the Contractor, and its installation subcontractor, to drill appropriate portals in the bus to accommodate wiring and mounting bracket installation for the Contractor's equipment.



c. In the event that the School District elect not to move forward with implementing a full Student Safety Program at the conclusion of the pilot program BusPatrol agrees to uninstall the equipment from the School District schools buses and patch any holes that were left as a result of the installation.

2. Data Security/Privacy:

All data and video shall be transferred and stored in a secure manner. Both Parties acknowledge and agree that all data and video produced during the pilot will shall be owned by the Contractor. The School District hereby grants the Contractor the right to use any and all video and data collected during the pilot for the furtherance of child safety.

3. Timeline:

The Contractor agrees to install the equipment on (6) District school buses at a time mutually agreed to, but as soon as is practicable, and no later than March 1, 2021. The pilot shall be for a period of 60 calendar days.

4. Training:

For the purpose of the pilot, the Contractor shall provide District employees and contractors a hands-on-hands demonstration of the full spectrum of Contractor's systems to demonstrate its capabilities.

5. Reporting:

At the conclusion of 60-day pilot the Contractor shall schedule a meeting with the School District to present the findings of the pilot. A copy of the pilot report will be provided to the School District in both electronic (PDF) and hard copy for the School District's use. The pilot report shall include the following information:

- a. the total number stop arm violations observed;
- b. a map of the locations where stop arm violations occurred;
- c. a breakdown of the time of day, and days of the week the highest numbers of violations are occurring;
- d. a breakdown the violations that occurred on each bus; and
- e. a breakdown of each week of the pilot

6. Cost:

There is no out of pocket cost to the School District for this pilot project.

7. Insurance and Indemnification:

The Contractor agrees to maintain insurance throughout the duration of the contract, or extension as required by the School District.

8. Confidentiality:

The School District agrees: (i) to maintain the confidentiality of the Contractor's Confidential Information and not to disclose any of it to any third party without prior written permission of the Contractor; (ii) to exercise the same degree of care and precautions that it employs with respect to its own confidential information, to prevent unauthorized disclosure of the Confidential Information; (iii) to instruct its employees or other persons allowed such access to comply with this Agreement; (iv) not to use Confidential Information for the benefit of anyone other than the Contractor; and (v) that the Confidential Information remains the property of the Contractor. "Confidential Information" includes (a) Contractor's intellectual property including all hardware, software, trade secrets, usage manuals, source code, interfaces, methods, components, and derivatives related to the school bus stop arm program; (b) the terms and pricing under this Agreement; (c) any information disclosed in oral form, if identified as confidential at the time of disclosure; (d) any information of Contractor regarding: (i) computer and component software; (ii) computer or component hardware or systems; (iii) product or service information, product development plans, product strategy and product delivery systems; (iv) marketing information, including, without limitation, lists of potential or existing customers or suppliers, marketing plans and surveys; (v) financial and sales information; and (vi) business plans, policies, procedures and information; (f) information that the recipient knows or should know is confidential; (g) trade secrets and other intellectual property of Contractor; and (h) all information clearly identified as confidential. If the



Contractor's Confidential Information is required by law to be disclosed, then the School District shall inform the Contractor promptly of such disclosure order and allow the Contractor to object to such disclosure.

9. Signatory Authority

The persons signing and executing this Agreement on behalf of the Contractor and the School District have been duly authorized by action of their respective Boards of Trustees to execute this Agreement on behalf of the Contractor or the School District, as the case may be, and to validly and legally bind the Contractor or the School District to all terms and conditions set forth herein.

IN WITNESS WHEREOF, BusPatrol America LLC. and the School District have executed this Agreement as of the day and year first stated above.

School District Name:

Signature

Print Name

Title

Contractor:

BusPatrol America LLC

Jean Souliere
CEO

