



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

**Meeting Date:** September 26, 2019

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

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

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion – Facilities Projects

<p><b>Estimated Time of Presentation:</b> N/A</p> <p><b>Submitted by:</b> Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist</p> <p><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

Contractor

New Grant

Amount

### **ADULT EDUCATION**

California Department of Education A20-00026	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$151,615 No Match
<p>7/1/19 – 6/30/20: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act. Programs supported by these funds improve employment opportunities and provide training and education to community adults. Achievement in Adult Basic Education, English as a Second Language, General Education Development and Adult Secondary Education is measured through testing. Benchmarks are tracked for future funding opportunities.</p>		

### **SPECIAL EDUCATION**

State of California Department of Rehabilitation A20-00033	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$606,198 Cash Match \$201,831
<p>7/1/19 – 6/30/22: Cooperative Service Delivery Agreement with the Department of Rehabilitation (DOR) for high school students with disabilities who have an IEP or a 504 plan. Students will be referred to DOR during their sophomore, junior or senior year of high school with the expectation that the District's Transition Partnership Program (TPP) will provide "Student Services" (as defined by DOR) during their year(s) of high school, and may apply for "Vocational Rehabilitation Services" in post-secondary settings through completion of the Individualized Plan for Employment. District TPP staff will work closely with DOR throughout the referral, eligibility, planning, and follow-up processes to ensure coordinated services leading to successful employment outcomes. District support resources include vocational training programs.</p>		

### **YOUTH DEVELOPMENT**

California Department of Education A20-00034	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$100,000 No Match
<p>7/1/19 – 6/30/20: One 21st Century K-8 grant and two 21st Century High School After School Safety and Enrichment for Teens (ASSETs) grants provide funds for supplementing the core grant funds at Cesar Chavez, Health Professions, Luther Burbank and Hiram Johnson. Funds are to be used to provide exposure, equitable access and participation in 21st Century after school programs.</p>		

California Department of Education A20-00035	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$2,079,500 No Match
<p>7/1/19 – 6/30/20: Two 21st Century Community Learning Centers K- 8 Core Grants (21st CCLC); Two After School Safety and Enrichment for Teens (ASSETs) Grants. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment and before school programs at two sites. These programs compliment the After School Education and Safety (ASES) Core programs.</p> <p>21st CCLC funding of \$604,500 is used at the following sites: Cesar Chavez, Ethel Phillips, Isador Cohen, Leataata Floyd and Martin Luther King, Jr.</p> <p>ASSETs funding of \$1,475,000 is used at the following sites: Arthur A. Benjamin Health Professions, Luther Burbank, Rosemont, Hiram Johnson, American Legion and Sacramento Charter High.</p>		

## **EXPENDITURE AND OTHER AGREEMENTS**



<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>ADULT EDUCATION</u></b>		
California Fire Fighter Joint Apprenticeship Committee (CAL-JAC) SA20-00222	7/1/19 – 6/30/20: Provide all instructional and training services according to CAL-JAC standards for Related and Supplemental Instruction (RSI). Funding for RSI is provided by the California Department of Education at a rate of \$6.45 per hour of instruction for the 71,963 hours scheduled in the 2019/20 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.	\$417,745 Adult Education Funds
<b><u>STUDENT SUPPORT SERVICES</u></b>		
InClass Today SA20-00190	8/1/19 – 7/31/20: Provide and implement Software-as-a-Service platform designed to reduce student absenteeism. Services include: mailing absence reports that use behavioral science to provide parents and guardians with actionable information about their child's attendance; a Parent Support Team to handle questions from report recipients and direct callers to relevant District resources; and an End-of-year Report which will include program impact (such as estimated absences reduced), number of unique students served by the program, number of reports sent, number of opt-outs, and number of parent support calls, all identifiable by student for further demographic analysis.	\$100,000 Learning Communities for School Success Grant
<b><u>TECHNOLOGY SERVICES</u></b>		
CDW-G R20-01806	Replacement of "end of life" Unified Computing System (UCS) data center infrastructure comprising servers, storage and associated network and connectivity components that support core data systems and applications used across the District. Purchasing Services finds it is in the best interest of the District to utilize the National Intergovernmental Purchasing Alliance cooperative purchasing agreement #2018011-01, pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts.	\$228,955 General Funds
CDW-G R20-01495	9/1/19 – 8/31/20: District-wide licensing for Microsoft software products, including Office, Exchange, MS SQL and Windows. Purchasing Services finds it is in the best interest of the District to utilize the Sourcewell (formerly NJPA) cooperative purchasing agreement #100614, pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts.	\$187,113 General Funds
Infinite Campus R20-00793	7/1/19 – 6/30/20: Annual renewal of District-wide Student Information System (SIS) license and support.	\$439,345 General Funds

## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Martin General Engineering, Inc.	Ethel I. Baker Asphalt Replacement	8/23/19
Landmark Construction	School of Engineering & Science CTEIG New Building	9/5/19

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	Multiple	67439	00
<b>Attention</b> Susan Lytle Gilmore, Director				<b>STANDARDIZED ACCOUNT CODE</b>			<b>COUNTY</b>
<b>Program Office</b> Adult Education				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-395-5788				Multiple		8290	<b>INDEX</b>
<b>Name of Grant Program</b> Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243							615
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$151,615		\$151,615		July 1, 2019	June 30, 2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.002A	V002A190005	Adult Education and Family Literacy Act			U.S. Department of Education		
<p>I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Janet Morrison, Associate Governmental Program Analyst Adult Education Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Janet Morrison				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> <a href="mailto:jamorris@cde.ca.gov">jamorris@cde.ca.gov</a>					<b>Telephone</b> 916-323-6045		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> August 22, 2019		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b> Jorge A. Aguilar				<b>Title</b> Superintendent			
<b>E-mail Address</b> superintendent@scusd.edu					<b>Telephone</b> 916-643-9010		
<b>Signature</b> 					<b>Date</b> 9/6/19		

**Grant Award Notification (Continued)**

## SECTION 225

Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	38	3940	13971	0	\$360	\$0
English Literacy/Civics (EL Civics) • Civic Participation	38	3940	13971	0	\$85	\$0
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	38	3940	13971	0	\$550	\$0
SECTION 225 TOTAL						\$0

## SECTION 231

Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	39	3905	14508	315	\$360	\$113,400
English Literacy/Civics (EL Civics) • Citizenship Preparation • Civic Participation	39	3905	14508	298	\$85	\$25,330
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	41	3913	13978	20	\$550	\$11,000
SECTION 231 TOTAL						\$149,730

## SECTION 243

Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Integrated English Literacy and Civics Education (IELCE)	42	3926	14109	0	\$115	\$0
Integrated English Literacy and Civics Education (IELCE) with Integrated Education and Training (IET)	42	3926	14109	13	\$145	\$1,885
SECTION 243 TOTAL						\$1,885

	<b>TOTAL GRANT</b>	<b>\$151,615</b>
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## DEPARTMENT of REHABILITATION

Employment, Independence & Equality

Gavin Newsom, Governor



State of California  
Health and Human Services Agency  
Department of Rehabilitation  
Joe Xavier, Director  
P.O. Box 944222  
Sacramento, CA 94299-9222  
(916) 558-5680 Office  
(916) 558-5681 Fax

July 3, 2019

Sacramento City  
Unified School District  
Kathryn Brown  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

Re: Agreement #31149

Dear:

Attached is your new Transition Partnership Program agreement for Fiscal Year 2019/20, 2020/21 and 2021/22. Complete and sign the following checked item(s):

- ☒ Print four copies of the Standard Agreement form (STD 213) and one copy of the attached exhibits. Sign all four copies of the STD 213. All signatures must be original.
- ☒ Print one copy of the Contractor Certification Clauses (CCC-04/2017). The CCC-04/2017 package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC-04/2017 will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. Sign and return the first page of the current CCC-04/2017. Failure to do will prohibit the State of California from doing business with your company.
- ☒ Print one copy of the Board Resolution, complete and sign. (You may use your own form in lieu of the attached Board Resolution.) Please make sure the person who is signing the Board Resolution is not the person authorized to sign the Agreement. **However, if the authorized signer is in an elected position, submit a letter stating the fact.**

In lieu of the Board Resolution form, you may use your own form or Board minutes. Be sure the authorization gives approval to **"sign and execute any and all documents required by DOR to effectuate the execution of contracts and/or amendments"**. If "amendment" is not included in the authorization, we will require a new Board Resolution to process any amendments.

X   Print one copy of the Signature Authorization form, complete and sign. The person authorizing the signatures is the person who is authorized to sign the contract.

  X   Print out one copy of the California Civil Right Attachment and sign.

**The request for the insurance below should be forwarded to Katrina Kafouros in your Business Office.**

  X   General Liability Insurance Requirements. See Exhibit D for liability limits.

       Auto Insurance Requirements. See Exhibit D for liability limits.

  X   Worker's Compensation Insurance Requirements. See Exhibit D.

Return all four original signed copies of the STD 213 and one copy of all other related documents for further processing. **All signed documents must have original signatures.**

Department of Rehabilitation  
Attn: Carl Edmonson, Contract Section  
721 Capitol Mall, 6<sup>th</sup> Floor  
Sacramento, California, 95814

No services should be started prior to final approval by DGS and/or the passage of the State Budget as the State is not obligated to make any payments until the contract is executed. Expeditious handling of this Agreement is appreciated.

If you have any questions, please contact me at (916) 558-5689 or [wedmonso@dor.ca.gov](mailto:wedmonso@dor.ca.gov).

Sincerely,

/s/Carl Edmonson  
Contract Analyst

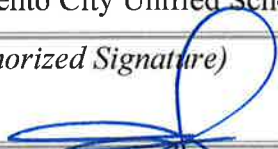
Enclosures  
cc: Contract Administrator



CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Sacramento City Unified School District		<i>Federal ID Number</i> 94-6002491
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jorge A. Aguilar, Superintendent		
<i>Date Executed</i> 7/11/19	<i>Executed in the County of</i> Sacramento	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.


8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

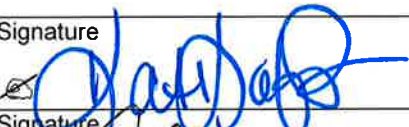



Proposer/Bidder Firm Name (Printed)	Federal ID Number
Sacramento City Unified School District	94-6002491
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Jorge A. Aguilar, Superintendent	
Executed in the County of	Executed in the State of
Sacramento	CA
Date Executed	
9/11/19	

**GRANT/CONTRACT SIGNATURE AUTHORIZATION**


DR 325 (Rev. 10/07) Computer Generated

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814-4702	Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Katrina Kafouros	Title (Please Type or Print) SPED Program Tech
Signature 	Name (Please Type or Print) Elizabeth Arizanga	Title (Please Type or Print) Accounting Specialist
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print) Jorge A. Aguilar, Superintendent	Date Signed 7/11/19
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**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

31449

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

Sacramento City Unified School District

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$606,198.00 Cash Match: \$201,831.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Purpose	1
Exhibit A.1	Contractor's Program Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B.1	Contractor's Program Budget and Narrative	9
Exhibit C*	General Terms and Conditions GTC 04/2017 (Dated 04/2017)	
Exhibit D	Special Terms and Conditions (Attached hereto as part of this agreement)	8
Exhibit E	Additional Provisions - Federally Funded Agreements	3
Exhibit F	Exhibit F - Additional Provisions - Cooperative/Case Services	3
Exhibit G	Additional Provisions - Contract Monitoring and Reporting	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Sacramento City Unified School District

CONTRACTOR BUSINESS ADDRESS

5735 47th Avenue

CITY

Sacramento

STATE

CA

ZIP

95824

PRINTED NAME OF PERSON SIGNING

Jorge A. Aguilar

TITLE

Superintendent

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9/11/19

AGREEMENT NUMBER 31449	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Rehabilitation				
CONTRACTING AGENCY ADDRESS 721 Capitol Mall, 6th Floor		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Cynthia Robinson		TITLE Chief, Contracts and Procurement Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		



**EXHIBIT A**  
**(Standard Agreement - Subvention)**

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements: Transition Partnership Program

**2. AUTHORITY**

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

<b><u>Department of Rehabilitation</u></b> Department of Rehabilitation Taylor Ramsey DOR Contract Administrator 721 Capitol Mall Ste. 110 Sacramento, CA 95814 916-558-5341 <a href="mailto:Taylor.Ramsey@dor.ca.gov">Taylor.Ramsey@dor.ca.gov</a>	<b><u>Contract</u></b> Sacramento City USD Kathryn Brown TPP Program Coordinator/Special Education Supervisor 5735 47 <sup>th</sup> Avenue Sacramento, CA 95824 916-643-2131 <a href="mailto:Kathryn-Brown@scusd.edu">Kathryn-Brown@scusd.edu</a>
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

See attached program description - EXHIBIT A.1

**EXHIBIT A.1**  
**(Standard Agreement - Subvention)**  
**Cooperative Contract**  
**Sacramento City Unified School District**  
**Transition Partnership Program (TPP)**

**SCOPE OF WORK**

**I. Introduction**

The Sacramento City Unified School District Transition Partnership Program (TPP) will jointly serve the mutual consumers of the Northern Sierra District, Department of Rehabilitation (DOR) and the Sacramento City Unified School District (SCUSD) through the combining of resources and a system of cooperative service delivery.

The following SCUSD high school sites will be served under this cooperative program:

American Legion High School, Arthur Benjamin Health Professions High School, C.K. McClatchy High School, Sacramento Accelerated Academy, Hiram Johnson High School, John F. Kennedy High School, Luther Burbank High School, New Tech High School, Rosemont High School, School of Engineering and Sciences, The Met, Johnson West Campus, and George Washington Carver High School.

Sacramento City Unified School District Students 16-21 with disabilities will be referred to DOR for services. Students are referred to TPP by Site Coordinators staff at district school sites. TPP services will be provided to Sophomores, Juniors, and Seniors in high school. Students who are participating in DOR Student Services in high school are eligible to request VR employment services. TPP participants who have exited high school, and adults being referred from DOR (returning students, DOR referrals, etc.) are also eligible to request VR Employment Services.

TPP staff from SCUSD will work closely with the DOR Counselors throughout the referral, eligibility, planning, and follow-up processes to ensure coordinated DOR Student Services and VR Employment Services. Cooperative processes include: sharing of pertinent TPP student/consumer information to assist in evaluation and planning; collaborative intake and planning meetings; linkages to school-based vocational training programs and other support resources for in-school TPP student/consumers; and follow-up services for post-secondary TPP student/consumers to support training and employment goals.

**DOR STUDENT SERVICES**

For fiscal year 2019-2020, a total of 80 unduplicated TPP students will receive DOR Student Services through this cooperative contract.

It is expected that 50 TPP students will be referred for DOR Student Services.

For fiscal year 2020-2021, a total of 80 unduplicated TPP students will receive DOR Student Services through this cooperative contract.

It is expected that 50 TPP students will be referred for DOR Student Services.

For fiscal year 2021-2022, a total of 80 unduplicated TPP students will receive DOR Student Services through this cooperative contract.

It is expected that 50 TPP students will be referred for DOR Student Services.

## **VR EMPLOYMENT SERVICES**

For fiscal year 2019-2020, a total of 26 unduplicated DOR consumers will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 12 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

Close 8 cases successfully employed

For fiscal year 2020-2021, a total of 26 unduplicated DOR consumers will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 12 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

Close 8 cases successfully employed

For fiscal year 2021-2022, a total of 26 unduplicated DOR consumers will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 12 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

Close 8 cases successfully employed

## **II. Services to be Provided**

### **DOR Student Services**

TPP DOR Student Services are a coordinated set of services available for students with disabilities, to provide transition services to students from the age of 16 through 21. DOR Student Services may be delivered in a classroom, community, or individual setting. Upon TPP student exit from high school TPP DOR Student Services will end.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the student/DOR consumer including Regional Centers, the One Stop system, and Social Security administration. DOR Student Services are based upon the individual student/DOR consumer needs, taking into account the student's preferences and interests, and shall include instruction, community experiences.

The following DOR Student Services are designed to be provided under the auspices of a DOR third-party cooperative agreement and individualized to each student/DOR consumer needs and interests.

The services described in sections A-E are DOR Student Services, designed to support students with disabilities in exploring transition from school and preparing for successful employment and/or postsecondary education.

DOR Student Services are available to students who are potentially eligible or students who have been determined eligible for VR services. Students participating in DOR Student Services through this contract will primarily be provided services as potentially eligible. Students who require additional services to participate in DOR Student Services may need to apply for VR services. Students who have been determined eligible for the VR services may be provided with DOR Student Services either pre- or post- (Individual Plan for Employment) IPE development.

## **A. DOR Student Services Job Exploration Counseling**

### **1. Description of Service**

Job Exploration Counseling Services provide an individualized, timely, and systematic process by which a participant seeking employment gains knowledge of career paths and job opportunities and learns to identify strengths, barriers to employment, viable vocational options, and objectives necessary to achieve one or more employment goals. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR counselor. Job Exploration Counseling may include discussion, analysis, or information on:

- The local labor market
- In-demand industries and occupations
- Non-traditional employment options
- Interest in post-secondary training or education
- Career aptitude, career skills, and vocational interest inventories
- The participant's vocational interest inventory results
- Identification of career pathways of interest to the participant, and the skills and qualifications necessary to be successful in these occupations.
- The participant's prior work experience and transferable skills
- Career speakers

Reporting of job exploration activities completed, findings, and recommendations will be provided to the referring DOR Counselor.

The TPP Employment Assistant and TPP Service Coordinator provide job exploration counseling services at the students' school site.

### **2. Service Goals/Number to be served**

During fiscal year 2019-2020, it is expected that:

- There shall be 60 student/DOR consumers who receive Job Exploration Counseling services.

During fiscal year 2020-2021, it is expected that:

- There shall be 60 student/DOR consumers who receive Job Exploration Counseling services.

During fiscal year 2021-2022, it is expected that:

- There shall be 60 student/DOR consumers who receive Job Exploration Counseling services.

## **B. DOR Student Services Workplace Readiness Training**

### **1. Description of Service**

Workplace Readiness Training Services consist of instruction with curricular supports which can be provided in a classroom, group, or individual setting. Workplace readiness skills are a set of skills and behaviors that are necessary for any job. This secondary school instruction is intended to support goals and objectives and will typically be provided until the student exits the secondary school system, in accordance with the needs and informed choice of the student. Workplace Readiness training can be provided through instruction or other activities where the student can learn and apply the knowledge.

Workplace readiness training may include, but not limited to, training in the following subject matters:

- Soft skills needed for successful employment including:
  - Communication with coworkers
  - Attitudes about work
  - Decision making while on the job
  - Conflict resolution skills
  - Problem solving techniques
  - Appropriate work place written communication skills
- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors including:
  - Grooming and hygiene while on the job
  - Use of a cell phone
  - Social media professionalism
  - Maintaining a healthy life style while at work
  - Time management
  - Developing friendships with coworkers
  - Community safety
- Employer expectations such as punctuality and performance
- Relevant work practices
- Travel training
- Financial literacy
  - Money management
  - Assistance in becoming knowledgeable regarding the impact of employment on a participant's disability and benefits

Reporting on workplace readiness training activities will be provided to the referring DOR counselor.

The TPP Employment Assistant and TPP Service Coordinators provide workplace readiness training services at the students' school site.

## **2. Service Goals/Number to be served**

During fiscal year 2019-2020, it is expected that:

- There shall be 60 student/DOR consumers who receive Workplace Readiness Training services.

During fiscal year 2020-2021, it is expected that:

- There shall be 60 student/DOR consumers who receive Workplace Readiness Training services.

During fiscal year 2021-2022, it is expected that:

- There shall be 60 student/DOR consumers who receive Workplace Readiness Training services.

## **C. DOR Student Services Work-based Learning Experiences:**

### **1. Description of Service**

Work-based learning experiences use real work settings to provide participants with an opportunity to explore work in a competitive integrated environment. Work-based learning experiences provide participants with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. Participants may participate in more than one work-based learning experience, as appropriate for the participant. Work-based learning experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, foundational employment skills.

Work based learning experiences include work experience services consisting of short-term placements both on and off campus and monitoring the participant's performance in the work environment. Work experience may include:

- Paid/unpaid internships
- Paid/unpaid placement
- Summer work experience
- Apprenticeships (informal)
- Informational interviews
- Workplace tours
- Job shadowing

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate participants and submit written reports to the DOR counselor on a monthly basis.

The TPP Employment Placement Specialist provide work-based learning experiences.

## **2. Service Goals/Number to be served**

During fiscal year 2019-2020, it is expected that:

- There shall be 30 student/DOR consumers who receive Work-based Learning Experiences services.

- 15 student/DOR consumers will participate in a Work Experience placement.

During fiscal year 2020-2021, it is expected that:

- There shall be 30 student/DOR consumers who receive Work-based Learning Experiences services.
- 15 student/DOR consumers will participate in a Work Experience placement.

During fiscal year 2021-2022, it is expected that:

- There shall be 30 student/DOR consumers who receive Work-based Learning Experiences services.
- 15 student/DOR consumers will participate in a Work Experience placement.

## **D. DOR Student Services Instruction in Self Advocacy**

### **1. Description of Service**

Instruction in Self-Advocacy services may be provided in a classroom, group, or individual setting to assist participants to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires. Instruction may be provided through mentorships including peer, disability, or group mentoring. Self-Advocacy instruction may train participants in the following skills as they relate to successful employment:

- Self-awareness
- Disability understanding and disclosure
- Self-determination
- Setting goals
- Reasonable accommodation factors
- Utilizing available resources and support systems
- Taking a leadership role in the IEP, 504, or other person-centered planning process
- Positive self-talk
- Understanding workplace rights
- Understanding workplace responsibilities
- Effective communication and interpersonal skills

Reporting on Self-Advocacy instruction activities will be provided to the referring DOR counselor.

The TPP Employment Assistant and TPP Service Coordinator provide self-advocacy instruction activities at the students' school site.

### **2. Service Goals/Number to be served**

During fiscal year 2019-2020, it is expected that:

- There shall be 60 student/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2020-2021, it is expected that:

- There shall be 60 student/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2021-2022, it is expected that:

- There shall be 60 student/DOR consumers who receive Instruction in Self Advocacy services.

## **E. DOR Student Services Counseling on Post-Secondary Education**

### **1. Description of Service**

Counseling on post-secondary education services include instruction with curricular supports which can be provided in a classroom, group, or individual setting. Participants interested in careers requiring post-secondary education may receive guidance on how skill development and knowledge relate to future opportunities in post-secondary education settings and employment. Counseling on post-secondary education may include instruction in the following subject matters:

- Explore career & post-secondary education options
- Learn about career pathways
- Discover post-secondary education resources and disability support services
- Assist with application/ enrollment process
- Identify financial aid options
- Identify technology needs
- Attend college fairs & tours

The TPP Service Coordinators provide counseling on post-secondary education services at the students' school site.

### **2. Service Goals/Number to be served**

During fiscal year 2019-2020, it is expected that:

- There shall be 60 student/DOR consumers who receive Counseling on Post-Secondary Education services.

During fiscal year 2020-2021, it is expected that:

- There shall be 60 student/DOR consumers who receive Counseling on Post-Secondary Education services.

During fiscal year 2021-2022, it is expected that:

- There shall be 60 student/DOR consumers who receive Counseling on Post-Secondary Education services.

## **Vocational Rehabilitation Employment Services**

Vocational Rehabilitation (VR) Employment Services assist a DOR consumer prepare for, obtain, and retain employment. A continuum of services provides guidance and direction to a DOR consumer in the development of job search techniques and appropriate work-related behaviors that will enhance the consumer's employability. VR Employment Services components provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. Services are designed to support DOR consumers and employers in achieving successful employment.



## **F. Employment Preparation**

### **1. Description of Service**

Employment Preparation services will be in concert with the DOR IPE to support plan activities, goals and objectives.

Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Mock Interviewing
- Tailored resume development
- Job Search techniques related to the vocational goal
- Assistance with completing applications specific to the vocational goal
- Appropriate work behaviors/soft skills
- Relevant work practices specific to the vocational goal
- Appropriate grooming and hygiene
- Self-Advocacy
- Identification of additional support needs
- Assistance in becoming knowledgeable regarding the impact of employment on a student/DOR consumer's disability and benefits

Reporting on employment preparation activities will be provided to the referring DOR counselor on a monthly basis.

The TPP Employment Placement Specialist, TPP Employment Assistant and TPP Service Coordinators provide employment preparation services.

### **2. Service Goals/Number to be served**

During fiscal year 2019-2020, it is expected that:

- There shall be 26 DOR consumers who receive Employment Preparation services.

During fiscal year 2020-2021, it is expected that:

- There shall be 26 DOR consumers who receive Employment Preparation services.

During fiscal year 2021-2022, it is expected that:

- There shall be 26 DOR consumers who receive Employment Preparation services.

## **G. Job Development, Placement and Follow-up:**

### **1. Description of Service**

Assist job-ready DOR consumers, both in school and out-of-school, to obtain permanent employment in the community by identifying specific job openings that are appropriate for each DOR consumer, assisting in placing the DOR consumer in the job, orienting the DOR consumer to the job, and identifying specific ongoing support and resource needs.

Activities include:

- Contacting employers and build networks to develop and/or identify job opportunities

- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiating job accommodations
- Negotiating customized employment placement
- Maintaining an organized system of current job openings
- Assisting DOR consumers to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a DOR consumer become knowledgeable regarding the conditions of their employment, such as:
  - *Job description*
  - *Name of immediate supervisor*
  - *Responsibilities of the employee*
  - *Wage payment practices*
  - *Benefits*
  - *Conflict resolution procedures*
  - *Health and safety practices*
- No less than two contacts per month with the DOR consumer and/or their employer post-placement to ensure job satisfaction upon acceptance of employment.

The TPP Employment Placement Specialist will provide job development, placement, and follow-up.

## **2. Service Goals/Number to be served**

During fiscal year 2019/2020, it is expected that:

- There shall be 26 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 13 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures.

During fiscal year 2020/2021, it is expected that:

- There shall be 26 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 13 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures.

During fiscal year 2021/2022, it is expected that:

- There shall be 26 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 13 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures.

## **H. Short Term Supports Service**

### **1. Description of Service**

The Short-Term Supports (STS) service is provided to the DOR consumer upon placement into a Competitive Integrated Employment (CIE) setting. Employment settings include but are not limited to: Work-Based Learning Experiences, or placement into a permanent job.

This service is time-limited, proactive, and individualized to match the consumer's employment-related needs. The STS service focuses on assisting the DOR consumer to learn job duties, adjust to the work environment, and maintain CIE by developing natural supports within the employment setting. STS is completed within 90 days, unless additional support is needed to ensure stabilization in the employment setting.

The TPP Employment Placement Specialist will provide short term supports service.

## **2. Service Goals/Number to be served**

During fiscal year 2019/2020, it is expected that:

- There shall be 9 DOR consumers who receive Short Term Support Services.

During fiscal year 2020/2021, it is expected that:

- There shall be 9 DOR consumers who receive Short Term Support Services.

During fiscal year 2021/2022, it is expected that:

- There shall be 9 DOR consumers who receive Short Term Support Services.

## **III. Contract Administrator/Program Coordinator**

Department of Rehabilitation  
Taylor Ramsey  
DOR Contract Administrator  
721 Capitol Mall Ste. 110  
Sacramento, CA 95814  
916-558-5341  
[Taylor.Ramsey@dor.ca.gov](mailto:Taylor.Ramsey@dor.ca.gov)

Sacramento City USD  
Kathryn Brown  
TPP Program Coordinator/Special Education Supervisor  
5735 47<sup>th</sup> Ave.  
Sacramento, CA 95824  
916-643-2131  
[Kathryn-Brown@scusd.edu](mailto:Kathryn-Brown@scusd.edu)

## **IV. Linkages to Other Community Agencies**

Sacramento City Unified School District TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/consumers and avoid duplication of services:

- Alta Regional Center
- Sacramento Area WIOA Programs
- American Job Centers of California
- Los Rios Community College District and Sierra College
- Local Chambers of Commerce
- Local Business Leaders Network

## **V. In Service Training**

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train contract agency and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches. This may be done through quarterly meetings, monthly staff meetings, and other program related meetings.

**EXHIBIT B**  
**(Standard Agreement - Subvention)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

**B. Submission of Invoice(s)**

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

### C. **Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

### D. **Invoice Claim Adjustments**

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

### E. **Budget Contract Amendments**

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.  
(Note: ALL changes must be made in **bold**.)

### F. **Travel Reimbursements**

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

## **2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

## **3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

## **4. PROMPT PAYMENT CLAUSE**

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

## **5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT**

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
  - Records that identify adequately the source and application of funds for federally sponsored activities.
  - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations

**Sacramento City Unified School District TPP**  
**Program Budget and Match Summary**  
**July 1, 2019 - June 30, 2022**

	FY 7/1/2019 to 6/30/2020	FY 7/1/2020 to 6/30/2021	FY 7/1/2021 to 6/30/2022
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$113,788	\$113,788	\$113,788
DOR Student Services Service Budget	\$153,730.00	\$153,730.00	\$153,730.00
VR Employment Services Service Budget (If Applicable)	\$48,336.00	\$48,336.00	\$48,336.00
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$202,066	\$202,066	\$202,066
<b>TOTAL FEDERAL COSTS</b>	<b>\$315,854</b>	<b>\$315,854</b>	<b>\$315,854</b>
Certified Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
Cash Match (If applicable)	\$67,277 21.3%	\$67,277 21.3%	\$67,277 21.3%
Total Federal Share	\$248,577 78.7%	\$248,577 78.7%	\$248,577 78.7%
<b>TOTAL STATE MATCH</b>	<b>\$67,277</b>	<b>\$67,277</b>	<b>\$67,277</b>

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.



## Sacramento City Unified School District

### DOR Program Budget July 1, 2019 - June 30, 2022

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>July 1, 2019 to June 30, 2020 TOTAL</u>	<u>July 1, 2020 to June 30, 2021 TOTAL</u>	<u>July 1, 2021 to June 30, 2022 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	FTE Counselor Units	0.90 \$99,339	0.90 \$99,339	0.90 \$99,339
Case Services (Individual Consumer Expenses)		\$14,450.00	\$14,450.00	\$14,450.00
	<b>SUBTOTAL</b>	<b>\$113,789</b>	<b>\$113,789</b>	<b>\$113,789</b>
Case Service Contract(s):				
<b>TOTAL DOR PROGRAM COST</b>		<b>\$113,789</b>	<b>\$113,789</b>	<b>\$113,789</b>

STATE OF CALIFORNIA  
TPP SERVICE BUDGET- DOR STUDENT SERVICES

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

Contractor Name and Address		Contract Number		Federal ID Number			Page X of X			
Sacramento City Unified School District 5735 47th Ave. Sacramento, CA 95824				94-6002491			1 of 1			
		Budget Period		Budget Period			Budget Period			
		7-1-2019 to 6-30-2020		7-1-2020 to 6-30-2021			7-1-2021 to 6-30-2022			
		Effective Date (Amendments Only)		Effective Date (Amendments Only)			Effective Date (Amendments Only)			
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Service Coordinator (3 Positions) 1 FTE= 36 hours/week, 10 months + benefits	\$185,808.00	0.08	\$14,864.64	\$185,808.00	0.08	\$14,864.64	\$185,808.00	0.08	\$14,864.64
	TPP Service Coordinator (3 Positions) 1 FTE= 36 hours/week, 10 months + benefits	\$209,210.00	0.08	\$16,736.80	\$209,210.00	0.08	\$16,736.80	\$209,210.00	0.08	\$16,736.80
3	TPP Employment Placement Specialist 1FTE= 36 hours/week, 11 months + benefits	\$68,277.00	0.60	\$40,966.20	\$68,277.00	0.60	\$40,966.20	\$68,277.00	0.60	\$40,966.20
4	TPP Employment Assistant 1 FTE 36 hours/week 11 months	\$78,400.00	0.78	\$61,152.00	\$78,400.00	0.78	\$61,152.00	\$78,400.00	0.78	\$61,152.00
5										
6										
7										
8										
9										
10										
11	Subtotal			\$133,719.64			\$133,719.64			\$133,719.64
12	OPERATING EXPENSES									
13	Printing			\$361.00			\$361.00			\$361.00
14	Office Supplies			\$450.00			\$450.00			\$450.00
15	Training			\$200.00			\$200.00			\$200.00
16	Travel			\$300.00			\$300.00			\$300.00
17	Instructional Materials			\$700.00			\$700.00			\$700.00
18	Software			\$375.00			\$375.00			\$375.00
19	Theft-Sensitive Items			\$525.00			\$525.00			\$525.00
20	Operating Subtotal			\$2,911.00			\$2,911.00			\$2,911.00
21	Personnel and Operating Subtotal			\$136,630.64			\$136,630.64			\$136,630.64
22	Indirect Rate Percentage			4.83%			4.83%			4.83%
23	Indirect Cost			\$6,599.26			\$6,599.26			\$6,599.26
24	Workplace Readiness Training			\$6,000.00			\$6,000.00			\$6,000.00
25	Work-based Learning			\$4,500.00			\$4,500.00			\$4,500.00
26	TOTAL (rounded to nearest dollar)			\$153,730			\$153,730			\$153,730

Sacramento City Unified School District  
**STUDENT SERVICES SERVICE BUDGET NARRATIVE**

**PERSONNEL**

**BENEFITS:** Benefits are calculated at a range of 61% to 71%. Sacramento City Unified School District provides PERS (18%), Social Security (6.2%), Medicare (1.4%), Medical Retirement (14.5%), Worker's Compensation (1.6%), Unemployment Insurance (.05%), and Medical, Dental, Vision and Life Package.

**TPP Service Coordinator**

**Contract Duties:** Provides Student Services, including Job Exploration Counseling, Instruction in Self-Advocacy and Counseling Post-Secondary Education, to TPP students, and provide supports for them in workplace readiness training and work-based learning experiences.

**Specific Job Duties:**

- Provides pertinent information on TPP students to assist in evaluation and planning of DOR student services
- Assist students with understanding and researching the labor market
- Maintains and completes TPP paperwork.
- Attend DOR meetings, such as quarterlies
- Training TPP students in utilizing available resources and support systems
- Provides linkages to school and community-based programs and resources, as well as other school district support services for TPP student/clients
- Completes individual TPP student/client progress reports
- Provide industry tours, college tours, job shadowing or mentoring

**Non-Contract Duties/ Job Title:**

Employment Coach/ Transition Assistant

- Coordinates with special education teachers, parents, students, and WorkAbility I staff to assess students' vocational interests and needs
- Provide career exploration activities, training linkages, and transition supports to special education students in assigned high schools
- Assist special education teachers to facilitate Individual Transition Plan development and implementation for students ages 16 - 22
- Provide secondary special education staff information and resources pertaining to transition requirements, programs, and services
- Provides information and support to students and families on post-school options and supports in education, employment, and independent living
- Maintains and provides student information on WorkAbility I services for annual state report

**TPP Employment Placement Specialist**

**Contract Duties:** Provides Workplace Readiness Training, Work-Based Learning Experiences, and Job Exploration Counseling to TPP students.

**Specific Job Duties:** Establishes and maintains linkages and ongoing contact with local employers for TPP Work-Based Learning Experiences

- Maintains accurate TPP student case files, paperwork, and records for the TPP
- Attend DOR meetings, such as quarterlies
- Instruction in Interviewing techniques
- Provides linkages to employment training, transportation assistance and other needed supports to enable TPP student to participate effectively in a Work Experience
- Monitors progress of TPP students in a Work Experiences
- Provides employer education and support
- Maintains regular contact with Service Coordinators regarding progress of TPP students
- Coordinates support services with TPP staff, agency personnel and community-based organizations
- Completes individual TPP student progress reports

Non-Contract Duties: This is a full-time contract position; therefore, there are no non-contract duties. The remainder of this position's time is spent on the VR Employment Services Budget.

### **TPP Employment Assistant**

Contract Duties: Provides Job Exploration Counseling, Counseling on Post-Secondary Education, and Instruction in Self-Advocacy to TPP students, and assists them in workplace readiness training and work-based learning experiences.

#### Specific Job Duties:

- Provides counseling to TPP students to assist in self-advocacy and postsecondary enrollment
- Maintains and completes TPP paperwork.
- Attend DOR meetings, such as quarterlies
- Instruction in soft skills needed for successful employment as a part of Workplace Readiness Training
- Coordinates support services with TPP staff, agency personnel and community-based organizations
- Completes individual TPP student progress reports
- Instruction on post-secondary education resources and disability support services
- Maintains accurate TPP student case files and records for the TPP
- Provides linkages to employment training, transportation assistance and other needed supports to enable TPP students to participate effectively in work-based learning experiences

Non-Contract Duties: This is a full-time contract position; therefore, there are no non-contract duties. The remainder of this position's time is spent on the VR Employment Services Budget.

### **OPERATING EXPENSES**

Printing – Informational materials for use by TPP students and their families, such as brochures, handbooks or newsletters. Business cards for TPP staff.

Office Supplies – Consumable standard office supplies including but not limited to binders, paper, paper clips, pencils, pens, envelopes, printer cartridges, file folders and labels, portfolio folders, correction fluid, staples, scotch tape, memo pads, highlighters, and pushpins.

Training – Training costs for attendance of TPP staff at contract services related training. Training must be pre-approved in writing by the DOR Contract Administrator and federal written prior approval must be received for all training costs.

Travel – Lodging, per diem, and mileage reimbursement for TPP contract staff for program-related trainings. Reimbursement rates not to exceed the lodging, per diem and mileage rate allowed by Cal HR. Federal written prior approval is required for all travel costs associated with training attendance and must be pre-approved in writing by the DOR Contract Administrator.

Instructional Materials – Materials for use in the provision of DOR Student Services that have an instructional classroom component. May include vocational curriculum, videos, vocational and career assessment materials, or portfolio development materials.

Software – Costs for the use of online software programs such as Headed 2, California CareerZone, Career Scope, Conover Online, etc. These programs will be used for pre-employment training for TPP students receiving services through the contract.

Theft-Sensitive Items – These items, such as a (1) Laptop (e.g. Chromebook) will be utilized to assist TPP student/clients to develop employment documents, access online employment information, job search, mock interview, and prepare for job interviews. Estimated cost is \$1050 which will be budgeted across the 3 Fiscal Years of the contract and split between the VR Employment Services Budget and the DOR Student Services Budget.

#### INDIRECT/ADMINISTRATIVE OVERHEAD:

Percentage of direct program costs for general management and support. This includes the SCUSD Budget Department, Accounting Department, Human Resources, Operations Department, and Maintenance. Rate used is the rate calculated and approved annually by CDE.

Workplace Readiness Training – Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. Total amount budgeted is based on the anticipated number of TPP students receiving transportation training multiplied by the prevailing local student bus pass rates.

Work-based Learning – Costs for the purchase of shoes, work clothing, and uniforms required to participate in a work-based learning experience(s). Total amount budgeted is based on the anticipated number of TPP students to participate in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per TPP student.

The TPP budgets \$150.00 per student, and the program has a goal of providing Work-based Learning experience to 30 students. Therefore, the total budgeted amount for the Work-based Learning line item will be set at \$4,500.

Receipts for the items purchased must be retained by the TPP and submitted with the monthly invoice to the DOR Contract Administrator upon request.

STATE OF CALIFORNIA  
 TPP SERVICE BUDGET - VR EMPLOYMENT SERVICES

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Sacramento City Unified School District 5735 47th Ave. Sacramento, CA 95824					94-6002491			1 of 1		
		Budget Period			Budget Period			Budget Period		
		7-1-2019 to 6-30-2020			7-1-2020 to 6-30-2021			7-1-2021 to 6-30-2022		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Employment Placement Specialist 1FTE= 36 hours/week, 11 months + benefits	\$68,277.00	0.40	\$27,310.80	\$68,277.00	0.40	\$27,310.80	\$68,277.00	0.40	\$27,310.80
2	TPP Employment Assistant 1 FTE 36 hours/week 11 months	\$78,400.00	0.22	\$17,248.00	\$78,400.00	0.22	\$17,248.00	\$78,400.00	0.22	\$17,248.00
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16	Subtotal			\$44,558.80			\$44,558.80			\$44,558.80
17	OPERATING EXPENSES									
18	Printing			\$120.00			\$120.00			\$120.00
19	Office Supplies			\$200.00			\$200.00			\$200.00
20	Training			\$100.00			\$100.00			\$100.00
21	Travel			\$200.00			\$200.00			\$200.00
22	Instructional Materials			\$405.00			\$405.00			\$405.00
23	Theft-Sensitive Items			\$525.00			\$525.00			\$525.00
24	Operating Subtotal			\$1,550.00			\$1,550.00			\$1,550.00
25	Personnel and Operating Subtotal			\$46,108.80			\$46,108.80			\$46,108.80
26	Indirect Rate Percentage			4.83%			4.83%			4.83%
27	Indirect Cost			\$2,227.06			\$2,227.06			\$2,227.06
28	TOTAL (rounded to nearest dollar)			\$48,336			\$48,336			\$48,336

## VOCATIONAL REHABILITATION SERVICE BUDGET NARRATIVE

### PERSONNEL

**BENEFITS:** Benefits are calculated at a range of 61% to 71%. Sacramento City Unified School District provides PERS (18%), Social Security (6.2%), Medicare (1.4%), Medical Retirement (14.5%), Worker's Compensation (1.6%), Unemployment Insurance (.05%), and Medical, Dental, Vision and Life Package.

#### TPP Employment Placement Specialist

**Contract Duties:** Provides employment preparation, job development, placement and follow-up services to TPP clients.

##### Specific Job Duties:

- Establishes and maintains linkages and ongoing contact with local employers for TPP
- Identifies appropriate job openings in competitive employment consistent with TPP clients' IPE's
- Maintains and completes TPP/DOR paperwork. Attend DOR meetings, such as quarterlies.
- Maintains accurate TPP client case files and records for the TPP
- Completes individual TPP client progress reports and provides to DOR Counselors.
- Provides guidance and support to TPP clients to assist in personal and social adjustment, job search and job maintenance
- In cooperation with DOR Counselor, provides linkages to employment training, transportation assistance and other needed supports to enable TPP student/clients to participate effectively in targeted job search and job placement
- Monitors progress of TPP clients on the job
- Provides short-term supports and follow-up services to facilitate TPP client success in employment placement
- Provides employer education and support
- Maintains regular contact with DOR Counselor regarding progress of TPP clients
- Coordinates support services with TPP staff, agency personnel and community-based organizations.

**Non-Contract Duties:** This is a full-time contract position; therefore, there are no non-contract duties. The remainder of this position's time is spent on the DOR Student Services Budget.

#### TPP Employment Assistant

**Contract Duties:** Provides job development, placement and follow-up services, and short-term supports to TPP clients.

##### Specific Job Duties:

- Assists in gathering educational, psychological and functional information to be utilized by the DOR Counselor in the evaluation and planning process for TPP clients
- Maintains and completes TPP/DOR paperwork. Attends DOR meetings, such as quarterlies.
- Provides pertinent information to the DOR Counselor on TPP student/clients to assist in evaluation after the student's case is opened with DOR.

- In cooperation with the DOR Counselor, provides linkages to employment training, transportation assistance and other needed supports to enable TPP clients to participate effectively on targeted job search and job placement.
- Maintains accurate TPP client case files and records for the TPP
- Provides monthly progress reports for the DOR Counselors.
- Assists the Employment Placement Specialist in follow-up activities
- Provides short-term supports for TPP clients in community training and competitive employment sites
- Provides guidance and support to TPP clients to assist in personal and social adjustment, job search and job maintenance
- Maintains regular contact with DOR Counselor regarding progress of TPP clients

Non-Contract Duties: This is a full-time contract position; therefore, there are no non-contract duties. The remainder of this position's time is spent on the DOR Student Services Budget.

## OPERATING EXPENSES

Printing – Informational materials for use by TPP clients and their families, such as brochures, handbooks or newsletters. Business cards for TPP staff.

Office Supplies – Consumable standard office supplies including but not limited to binders, paper, paper clips, pencils, pens, envelopes, printer cartridges, file folders and labels, portfolio folders, correction fluid, staples, scotch tape, memo pads, highlighters, and pushpins.

Training – Training costs for attendance of TPP staff at contract services related training. Training must be pre-approved in writing by the DOR Contract Administrator and federal written prior approval must be received for all training costs.

Travel- Lodging, per diem, and mileage reimbursement for TPP contract staff for program-related trainings. Reimbursement rates not to exceed the lodging, per diem and mileage rate allowed by Cal HR. Federal written prior approval is required for all travel costs associated with training attendance and must be pre-approved in writing by the DOR Contract Administrator.

Instructional Materials—supplies for use in employment preparation instruction and activities with TPP student/clients such as assessments.

Theft-Sensitive Items – These items, such as a (1) Laptop (e.g. Chromebook) will be utilized to assist TPP student/clients to develop employment documents, access online employment information, job search, mock interview, and prepare for job interviews. Estimated cost is \$1050, which will be budgeted across the 3 Fiscal Years of the contract and split between the VR Employment Services Budget and the DOR Student Services Budget.

## INDIRECT/ADMINISTRATIVE OVERHEAD:

Percentage of direct program costs for general management and support. This includes the SCUSD Budget Department, Accounting Department, Human Resources, Operations Department, and Maintenance. Rate used is the rate calculated and approved annually by CDE.



## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

**EXHIBIT D**  
**(Standard Agreement - Subvention)**

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

**2. DISPUTES**

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

#### **4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES**

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

#### **5. INSURANCE REQUIREMENTS**

##### **General Provisions Applying to All Policies**

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- i. Commercial General Liability – Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

*The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

**Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.**

- ii. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
  - **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

**The same additional insured designation and endorsement required for general liability is to be provided for this coverage.**

- iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be

engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

**The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

- iv. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

## **6. CONFLICT OF INTEREST**

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## **7. CONFIDENTIALITY**

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by

the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
  3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **8. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and

regulations, including the applicable OMB cost principles and administrative requirements.

4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

**B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):**

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

**9. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

**10. USE OF SUBCONTRACTOR(S)**

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and

- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

#### **11. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

#### **12. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

#### **13. SOFTWARE**

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

#### **14. THEFT SENSITIVE ITEMS**

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services



## **15. ATTRIBUTION**

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

## **16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

If the contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## **EXHIBIT E**

### **(Standard Agreement - Subvention)**

#### **ADDITIONAL PROVISIONS – Federally Funded Agreements**

##### **1. FEDERAL REQUIREMENTS**

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at [www.ecfr.gov](http://www.ecfr.gov) under Title 2-Grants and Agreements.

##### **2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - 1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
  - 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

##### **3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

#### **4. PROHIBITION ON TAX DELINQUENCY**

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml),  
(Board of Equalization) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

#### **5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT**

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
  - 1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  - 2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  - 3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  - 4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

**6. RETURN OF INAPPROPRIATE USE OF FUNDS**

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

**7. AMERICANS WITH DISABILITIES ACT (ADA)**

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

**EXHIBIT F**  
**(Standard Agreement - Subvention)**

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

**2. INDIRECT COSTS**

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate

approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

### **3. CONTRACT HANDBOOK**

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only.

### **4. DOR'S CONTRACT MONITORING**

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that Contract staff provide services only to authorized DOR consumers.

**EXHIBIT G**  
**(Standard Agreement - Subvention)**

**ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION**

**I. CONTRACT MONITORING AND REPORTING**

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) on a monthly basis, with a list of student/DOR clients served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of student/DOR clients served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of student/DOR clients served as requested by DOR contract administrator
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for student/DOR clients' receiving DOR Student Services and monthly progress reports for students participating in Work-based Learning Experience and VR Employment Services. Progress reports should include student/DOR client's name and other necessary or required information to document the services provided and individual student/DOR client progress in those services.



**II. Transportation**

The Contractor will not transport clients.



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# Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b> <small>OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District</small>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	14603	67439	1A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b> 34
<b>Program Office</b> After School Program Office				<b>Resource Code</b> 4124		<b>Revenue Object Code</b> 8290	
<b>Telephone</b> 916-643-9000						<b>INDEX</b>	
<b>Name of Grant Program</b> 21 <sup>st</sup> Century High School After School Safety and Enrichment for Teens—Equitable Access							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b> \$50,000.00	<b>Amendment Amount</b>	<b>Total</b> \$50,000.00	<b>Amend. No.</b>	<b>Award Starting Date</b> 07/01/2019	<b>Award Ending Date</b> 06/30/2020	
<b>CFDA Number</b> 84.287C	<b>Federal Grant Number</b> S287C190005	<b>Federal Grant Name</b> 21 <sup>st</sup> Century Community Learning Centers Program				<b>Federal Agency</b> U.S. Dept. of Education	
I am pleased to inform you that you have been funded for the 21 <sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) program grant—Equitable Access.							
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. The grant is from July 1, 2018, through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually.							
Please return the original, signed Grant Award Notification (AO-400) to:  Andrea Shumate, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901							
<b>California Department of Education Contact</b> Andrea Shumate				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> ashumate@cde.ca.gov					<b>Telephone</b> 916-445-5620		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> August 29, 2019		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> 					<b>Date</b>		

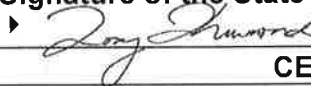

SEP - 6 2019

**Grant Award Notification**

GRANTEE NAME AND ADDRESS				CDE GRANT NUMBER			
Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				FY	PCA	Vendor Number	Suffix
				19	14603	67439	2A
Attention After School Coordinator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Program Office				Resource Code	Revenue Object Code		34
Telephone 916-643-9000				4124	8290		INDEX
Name of Grant Program 21 <sup>st</sup> Century High School After School Safety and Enrichment for Teens—Equitable Access							0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$25,000.00		\$25,000.00		07/01/2019	06/30/2020	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.287C	S287C190005	21 <sup>st</sup> Century Community Learning Centers Program			U.S. Dept. of Education		
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<p style="text-align: center;">Andrea Shumate, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Andrea Shumate				Job Title Associate Governmental Program Analyst			
E-mail Address ashumate@cde.ca.gov					Telephone 916-445-5620		
Signature of the State Superintendent of Public Instruction or Designee 					Date August 29, 2019		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
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		
Signature 					Date		

SEP - 6 2019

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>						
							<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
							19	14765	67439	1A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>				
<b>Program Office</b> After School Program Office				<b>Resource Code</b>		<b>Revenue Object Code</b>		34		
<b>Telephone</b> 916-643-9000				4124		8290		<b>INDEX</b>		
<b>Name of Grant Program</b> 21 <sup>st</sup> Century Community Learning Centers (CCLC)—Equitable Access		0150								
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>				
	\$25,000.00		\$25,000.00							
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I am pleased to inform you that you have been funded for the 21 <sup>st</sup> Century Community Learning Centers (CCLC) program grant—Equitable Access.										
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<b>E-mail Address</b> ashumate@cde.ca.gov						<b>Telephone</b> 916-445-5620				
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 						<b>Date</b> August 29, 2019				
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>										
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>										
<b>Printed Name of Authorized Agent</b>				<b>Title</b>						
<b>E-mail Address</b>						<b>Telephone</b>				
<b>Signature</b> 						<b>Date</b>				

SEP - 6 2019

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	14535	67439	2A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				4124	8290		<b>INDEX</b>
<b>Name of Grant Program</b> 21 <sup>st</sup> Century High School After School Safety and Enrichment for Teens—Core							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$500,000.00		\$500,000.00		07/01/2019	06/30/2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C190005	21 <sup>st</sup> Century Community Learning Centers Program			U. S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) program grant—Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. The grant is from July 1, 2019, through June 30, 2024. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Andrea Shumate, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Andrea Shumate				Associate Governmental Program Analyst			
<b>E-mail Address</b>					<b>Telephone</b>		
ashumate@cde.ca.gov					916-445-5620		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					August 29, 2019		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b>					<b>Date</b>		
							

SEP - 6 2019

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

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<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>		<b>Revenue Object Code</b>	34
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<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$975,000.00		\$975,000.00		07/01/2019	06/30/2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C190005	21 <sup>st</sup> Century Community Learning Centers Program			U. S. Dept. of Education		
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				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	14349	67439	1A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>		<b>Revenue Object Code</b>	34
<b>Telephone</b> 916-643-9000				4124		8290	<b>INDEX</b>
<b>Name of Grant Program</b> 21 <sup>st</sup> Century Community Learning Centers (CCLC)—Core							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$438,000.00		\$438,000.00		07/01/2019	06/30/2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>	
84.287C	S287C190005	21 <sup>st</sup> Century Community Learning Centers Program				U. S. Dept. of Education	
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	\$166,500.00		\$166,500.00		07/01/2019	06/30/2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
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**AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**And**  
**CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE**

This agreement entered into this 1<sup>st</sup> day of July 2019, 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, 2019 through June 30, 2020.

**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 71,963 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 \$6.45 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**

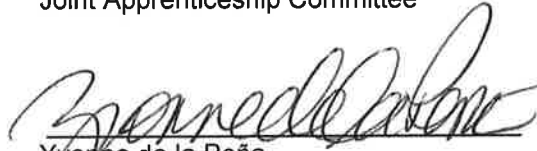
1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:  
  
Sacramento City Unified School District  
Attn: Susan Lytle-Gilmore, Director  
5451 Lemon Hill 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

\_\_\_\_\_



Yvonne de la Peña  
Executive Director

Date: \_\_\_\_\_

Date: 8/29/19

## SERVICES AGREEMENT

**Date:** August 1, 2019

**Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and InClassToday (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 47<sup>th</sup> 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"):

#### ABOUT INCLASSTODAY'S SERVICES

InClassToday and SCUSD will work together to implement a Program to deliver Absence Reports to student households that are designed to reduce student absenteeism. InClassToday offers a Software-as-a-Service (SaaS) platform. The precise services to be provided are described in detail below. All these services, however, share the following characteristics:

- Ready-made content: InClassToday's services are ready-made and built upon standard templates that are grounded in research. Except where customization is expressly called for, the templates cannot be altered. Customizations outside the scope of this Statement of Work may require additional fees.
- Program schedule: While the majority of tasks and work reside with InClassToday, important deliverables such as data delivery require District action. Delays on the part of either party will impact the Calendar.
- Continuous learning and improvement: InClassToday's goal is to provide services that improve over time. As a result, InClassToday may, from time to time, suggest new approaches likely to further program objectives.

## STATEMENT OF WORK:

### 1. ABSENCE REDUCTION PROGRAM

As described below, InClassToday and District will work together to implement a program designed to reduce student absenteeism ("Absence Reduction Program").

InClassToday will send absence reports ("Absence Reports") that use behavioral science to provide parents and guardians with actionable information about their child's attendance. InClassToday will use data from the District to deliver the Absence Reports Program, analyzing the data to determine which students receive Absence Reports, determining appropriate content for each student based on their grade, attendance record, language, and other factors, and generating, printing and mailing the Absence Reports. If there are more eligible students than the number of planned Absence Reports, then InClassToday may apply student selection criteria to select the students most likely to benefit from receiving the intervention, considering factors such as absences to date. Specific students may be excluded by the District, and InClassToday will exclude students whose parents or guardians have elected to opt-out of receiving Absence Reports, as well as those with undeliverable addresses or who don't meet other eligibility criteria.

The Absence Reports Program leverages best practices from research conducted by InClassToday and others in the field, and InClassToday's goal is to provide services that improve over time. As a result, InClassToday may from time to time suggest new approaches and make changes to the Absence Reports Program likely to further program objectives.

#### **Program Design**

InClassToday will deliver up to 42,000 Absence Reports according to the table below. The student selection criteria and calendar of mailings will be mutually agreed upon by InClassToday and District.

<b>SCUSD Program Design</b>	<b>Estimated Reports per Round*</b>	<b># Rounds</b>	<b>Estimated Total # Reports (Maximum)*</b>
<b>Total</b>	7,000	6	42,000

\*Estimated # Absence Reports; exact number will depend on actual data and student attendance

The Contractor will also provide this set of professional services:

- Parent Support Team to handle questions from report recipients and direct callers to relevant district resources
- Program Manager to provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Absence Reports and parent/guardian calls to the Parent Support Team, and students who may have out of date addresses
- End of year program impact analysis projecting the days of attendance generated, as well as detailing the number of students receiving reports by school, grade level, and student subgroup (if necessary data is provided)

After each mailing, the district will receive Program Monitoring from the Contractor, including the following. The District and Contractor may mutually agree to change the information to be included in the reports provided to the District after each mailing.

- Summary information
  - # reports sent
  - # of calls/emails to parent support team and breakdown of call topic
  - # of addresses that may be out of date / require updating
  - # of students who have been opted-out by their parent/guardian
- Student level data
  - Which students are receiving reports (identifiable by student)
  - Addresses that may be out of date / require updating
  - Which student's parents/guardians contacted the parent support team and the topics of the calls identifiable by student for further demographic analysis
  - Which students have been opted out of the program identifiable by student

At the end of the year, the district will receive an End of Year Report from the Contractor, which will include the following. The District and the Contractor may mutually agree to change the information to be included in the End of Year Report.

- Program impact:
  - Days of instruction generated (i.e. absences reduced) estimated using the treatment effect size from the most relevant RCTs with other districts<sup>1</sup>
  - Cost per day generated calculated by dividing the overall program cost by days generated
  - Overall revenue generated calculated using a revenue per day figure provided by the District
- # unique students served by the program, broken down by the subgroups that matter to the district (e.g. ELL, FRL, foster youth, etc.)
- # reports sent identifiable by student for further demographic analysis
- # opt-outs identifiable by student for further demographic analysis
- # parent support calls, summarized by call topic and identifiable by student for further demographic analysis

#### Reports Sample Content:

Report samples of all templates will be provided to the District prior to launch and whenever changed, so staff can see the verbiage, report elements and content graphics that students receive in each school level; elementary, middle, and high school. Samples for the various reports will be provided to the District in all languages.

## **2. DATA TRANSFER STANDARDS**

Contractor requires District to provide access to data as specified in the "InClassToday Data Specification and Transfer Standards," which contains comprehensive information on the data fields and the transfer process.

A summary of key steps are as follows:

---

<sup>1</sup> InClassToday will use the results of randomized experiments conducted in more than a dozen other school districts to model how many days of absence were avoided. In InClassToday's current model, this is a function of the number of treatments delivered, the time of year of each treatment, the number of students to whom the treatments were delivered, and the number of other students in the household. InClassToday strives to regularly update the model as they get data from new RCTs to make it as accurate as possible.

- Data Fields: District will provide Contractor with the following data fields for all students who are currently enrolled in the district, as well as historical data. A complete list of the fields and transfer protocol can be found in the “InClassToday Data Specifications and Transfer Standards”.
  - Roster File: One row per student. Sample fields: Student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es) and contact information, demographic information, home language, exclusion flag
  - Daily Attendance File: One row per attendance event. Sample fields: Student ID, attendance date, attendance code
  - Period Attendance File (Optional): One row per attendance event. Sample fields: Student ID, attendance date, attendance code
  - Exclusion File (Optional): One row per student who school site or district staff would like to exclude from receiving Absence Reports. Sample fields: Student ID, first name, last name, school, grade
- Executing the Data Transfers: Contractor will host a secure data transfer protocol through which the District provide access to all required data files. For Infinite Campus, the protocol uses direct integration and automated data transfer through InClassToday’s third party data integration partner. Additional details can be found in “InClassToday Data Specification and Transfer Standards.”
  - District creates an account for InClassToday within their SIS with the relevant privileges
  - InClassToday retrieves sample data and analyzes. District and InClassToday have a brief phone call to answer questions
  - InClassToday retrieves historical student data and retrieves updated student data on an ongoing (nightly) basis

Note: These data specifications and transfer standards are subject to change.

## **ARTICLE 2. TERM.**

This Agreement shall commence on August 1, 2019 and continue through July 31, 2020, 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:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be Dollars (\$100,000).

The District will pay the Contractor in three installments:

- December 2, 2019: Set-up fees, license fees, and Round 1 Report fees of \$43,966.66
- February 17, 2019: Report fees for Rounds 2 and 3 of \$22,413.32
- May 18, 2020: Report fees for Rounds 4, 5, and 6 of \$33,620.02

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Doug Huscher, Assistant Superintendent, Sacramento City Unified School District, 5735 47<sup>th</sup> Ave, Sacramento, California 95824.

#### **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.

#### **Retained Rights; Ownership**

Intellectual Property, (b) District acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement.

(iii) District owns (a) the Program Reports; and (b) each tangible InClassToday Absence Report created as part of these Services, including any sample reports, and all right, title and interest therein, provided that InClassToday retains ownership in the: (I) design, look, and feel; (II) graphical elements; (III) content other than the District Data; and (IV) any intellectual property therein. Each of (I), (II), (III) and (IV) are InClassToday Intellectual Property. Notwithstanding the foregoing, nothing in this section shall prevent InClassToday from using the Program Reports for internal business purposes.

#### **Brand Licenses**

The Parties shall cooperate with each other to develop a mutually agreeable strategy for branding the Absence Reports. District grants to Contractor a non-exclusive, non-licenseable, non-transferable, royalty-free right and license to use the District Brand during the Term in accordance with such reasonable District branding guidelines as District may specify for the limited purposes of performing the Contractor's obligations under this Agreement. Notwithstanding the foregoing, (i) District may use the InClassToday Brand to identify and publicize the Services at conferences and education events; (ii) InClassToday may identify District as an InClassToday District and use the District Brand for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District; Except as expressly permitted by this Agreement, each Party shall have a written right of approval over the use of its Brand by the other Party, not to be unreasonably withheld.

## **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.**

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

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 A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

## **ARTICLE 8. MUTUAL INDEMNIFICATION.**

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

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



## **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a 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 10. TERMINATION.**

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

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

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

### **Effect of Termination**

Upon any termination of this Agreement: (i) District shall immediately discontinue all use of the Services and any InClassToday Confidential Information; (ii) District shall delete any InClassToday Confidential Information from District's computer storage or any other media including, but not limited to, online and off-line libraries; (iii) InClassToday shall, within thirty (30) after termination of this agreement, delete any District Confidential Information and Pupil Data from InClassToday's computer storage or any other media including, but not limited to, online and off-line libraries, in accordance with Section 6 of the "Addendum to Technology Services Related Agreements for Education Code Section 49073.1 Compliance" (Exhibit B); (iv) District shall return to InClassToday or, at InClassToday's option, destroy, all copies of InClassToday Confidential Information then in District's possession; (v) each Party shall discontinue use of the other Party's Brand; and (vi) District shall promptly pay to InClassToday all amounts due and payable hereunder.

## **ARTICLE 11. ASSIGNMENT.**

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

## **ARTICLE 12. NOTICES.**

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

**District:**

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

**Contractor:**

InClassToday  
303 Twin Dolphin Drive, Suite 600  
Redwood City, CA 94065  
Attn: Emily Bailard, CEO

## **ARTICLE 13. ENTIRE AGREEMENT.**

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

## **ARTICLE 14. CONFLICT OF INTEREST.**

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

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

## **ARTICLE 15. NONDISCRIMINATION.**

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

## **ARTICLE 16. SEVERABILITY.**

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

## **ARTICLE 17. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this

Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 18. APPLICABLE LAW/VENUE.**

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

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

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

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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**INCLASSTODAY**

By: \_\_\_\_\_  
Jorge A. Aguilar  
Superintendent

By: \_\_\_\_\_  
Emily Bailard  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### CONTRACTOR CERTIFICATION of COMPLIANCE

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school g1120., (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.

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Emily Bailard  
Chief Executive Officer

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Date

## **Exhibit B**

### **Addendum to Technology Services Related Agreements for Education Code Section 49073.1 Compliance**

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and InClassToday ("Service Provider") on August 1, 2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled "Absence Reduction Program ("Technology Services Agreement") on August 1, 2019 and any addenda on August 1, 2019 ;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: Data File Transfer ("Services");

**WHEREAS**, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

**WHEREAS**, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

**NOW, THEREFORE**, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous

information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.

4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
  - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
  - 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
  - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;

- 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
- 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

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

\_\_\_\_\_  
Emily Bailard  
Chief Executive Officer

\_\_\_\_\_  
Elliot Lopez  
Chief Information Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## UCS Mini Blade

Line Number	Item Name	Description	Duration (Months)	Contract	qty	Line Item	Extended Price
1.0	UCS-SP-B200M5-CC2	SP B200 M5 w/2x6148,6x32GB mem,VIC1340 + CWOM	N/A	NIPA (2018011-01	6	\$ -	\$ -
1.1	UCS-SP-B200M5-C2	SP B200 M5 w/2x6148,6x32GB mem,VIC1340	N/A	NIPA (2018011-01	6	\$ 13,357.50	\$ 80,145.00
1.1.1	UCS-CPU-6148	2.4 GHz 6148/150W 20C/27.50MB Cache/DDR4 2666MHz	N/A	NIPA (2018011-01	12	\$ -	\$ -
1.1.2	UCS-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	N/A	NIPA (2018011-01	36	\$ -	\$ -
1.1.3	UCS-SD-32G-S	32GB SD Card for UCS servers	N/A	NIPA (2018011-01	12	\$ 63.17	\$ 758.00
1.1.4	UCS-SP-M32G2-RSH	SP 32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	N/A	NIPA (2018011-01	36	\$ 725.78	\$ 26,128.00
1.1.5	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	N/A	NIPA (2018011-01	6	\$ -	\$ -
1.1.6	UCS-SID-WKL-OW	Other Workload	N/A	NIPA (2018011-01	6	\$ -	\$ -
1.1.7	UCS-SID-INFR-OI	Other Infrastructure	N/A	NIPA (2018011-01	6	\$ -	\$ -
1.1.8	UCS-DIMM-BLK	UCS DIMM Blanks	N/A	NIPA (2018011-01	72	\$ -	\$ -
1.1.9	UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	N/A	NIPA (2018011-01	12	\$ -	\$ -
1.1.10	UCS-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	N/A	NIPA (2018011-01	6	\$ -	\$ -
1.1.11	UCSB-HS-M5-F	CPU Heat Sink for UCS B-Series M5 CPU socket (Front)	N/A	NIPA (2018011-01	6	\$ -	\$ -
1.1.12	UCSB-HS-M5-R	CPU Heat Sink for UCS B-Series M5 CPU socket (Rear)	N/A	NIPA (2018011-01	6	\$ -	\$ -
1.1.0.1	CON-OSP-B200M5C2	SNTC-24X7X4OS SP B200 M5 w/2x6148,6x32GB mem,VIC1340	12	NIPA (2018011-01	6	\$ 343.50	\$ 2,061.00
2.0	UCS-SP-B200M5-CS2	SP B200 M5 w/2x4114,6x16GB mem,VIC1340 + CWOM	N/A	NIPA (2018011-01	2	\$ -	\$ -
2.1	UCS-SP-B200M5-S2	UCS B200M5 Adv1w/2x4114,6x16GB,VIC1345	N/A	NIPA (2018011-01	2	\$ 5,523.00	\$ 11,046.00
2.1.1	UCS-CPU-4114	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	N/A	NIPA (2018011-01	4	\$ -	\$ -
2.1.2	UCS-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	N/A	NIPA (2018011-01	12	\$ -	\$ -
2.1.3	UCSB-MRAID12G	Cisco FlexStorage 12G SAS RAID controller with Drive bays	N/A	NIPA (2018011-01	2	\$ 292.00	\$ 584.00
2.1.4	UCS-SP-M16G1-RSH	SP 16GB DDR4-2666-MHz RDIMM/PC4-21300/singlerank/x4/1.2v	N/A	NIPA (2018011-01	36	\$ 341.25	\$ 12,285.00
2.1.5	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	N/A	NIPA (2018011-01	2	\$ -	\$ -
2.1.6	UCS-SID-WKL-MSFT	Microsoft	N/A	NIPA (2018011-01	2	\$ -	\$ -
2.1.7	UCS-SID-INFR-OI	Other Infrastructure	N/A	NIPA (2018011-01	2	\$ -	\$ -
2.1.8	UCS-DIMM-BLK	UCS DIMM Blanks	N/A	NIPA (2018011-01	24	\$ -	\$ -
2.1.9	UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	N/A	NIPA (2018011-01	4	\$ -	\$ -
2.1.10	UCSB-HS-M5-F	CPU Heat Sink for UCS B-Series M5 CPU socket (Front)	N/A	NIPA (2018011-01	2	\$ -	\$ -
2.1.11	UCSB-HS-M5-R	CPU Heat Sink for UCS B-Series M5 CPU socket (Rear)	N/A	NIPA (2018011-01	2	\$ -	\$ -
2.1.0.1	CON-OSP-B200M5S2	SNTC-24X7X4OS UCS B200M5 Adv1w/2x4114,6x16GB,VIC1345	12	NIPA (2018011-01	2	\$ 343.50	\$ 687.00
3.0	UCS-SP-HD-600G-2	600GB 12G SAS 10K RPM SFF HDD 2 Pack	N/A	NIPA (2018011-01	2	\$ -	\$ -
3.1	UCS-SP-HD-600G	SP 600GB 12G SAS 10K RPM SFF HDD	N/A	NIPA (2018011-01	4	\$ 304.00	\$ 1,216.00
4.0	UCS-SP-C220M5-CB1	SP C220 M5SX w/2x3106,4x16GB mem,VIC1387 + CWOM	N/A	NIPA (2018011-01	1	\$ -	\$ -
4.1	UCS-SP-C220M5-B2	SP C220 M5SX w/2x3106,4x16GB mem single rank,VIC1387	N/A	NIPA (2018011-01	1	\$ 5,265.00	\$ 5,265.00
4.1.1	UCS-CPU-3106	1.7 GHz 3106/85W 8C/11MB Cache/DDR4 2133MHz	N/A	NIPA (2018011-01	2	\$ -	\$ -
4.1.2	UCS-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	N/A	NIPA (2018011-01	4	\$ -	\$ -
4.1.3	UCS-SP-M16G1-RSH	SP 16GB DDR4-2666-MHz RDIMM/PC4-21300/singlerank/x4/1.2v	N/A	NIPA (2018011-01	2	\$ 341.00	\$ 682.00
4.1.4	UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	N/A	NIPA (2018011-01	1	\$ -	\$ -
4.1.5	UCSC-MLOM-C40Q-03	Cisco VIC 1387 Dual Port 40Gb QSFP CNA MLOM	N/A	NIPA (2018011-01	1	\$ -	\$ -
4.1.6	UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	N/A	NIPA (2018011-01	2	\$ -	\$ -
4.1.7	CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	N/A	NIPA (2018011-01	1	\$ -	\$ -



4.1.8	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	N/A	NIPA (2018011-01	2	\$	-	\$	-
4.1.9	UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	N/A	NIPA (2018011-01	1	\$	-	\$	-
4.1.10	UCS-SID-INFR-OI	Other Infrastructure	N/A	NIPA (2018011-01	1	\$	-	\$	-
4.1.11	UCS-SID-WKL-OW	Other Workload	N/A	NIPA (2018011-01	1	\$	-	\$	-
4.1.12	UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below	N/A	NIPA (2018011-01	2	\$	-	\$	-
4.1.13	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	N/A	NIPA (2018011-01	10	\$	-	\$	-
4.1.14	CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	N/A	NIPA (2018011-01	1	\$	-	\$	-
4.1.15	UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	N/A	NIPA (2018011-01	1	\$	-	\$	-
4.1.0.1	CON-OSP-C220M5B2	SN7C-24X7X4OS SP C220 M5SX w/2x3106,4x16GB mem single rank,V	12	NIPA (2018011-01	1	\$	473.00	\$	473.00
4.1.16	N20-BKVM	KVM local IO cable for UCS servers console port	N/A	NIPA (2018011-01	1	\$	-	\$	-
5.0	UCS-HD600G10K12N=	600GB 12G SAS 10K RPM SFF HDD	N/A	NIPA (2018011-01	2	\$	413.00	\$	826.00
6.0	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	N/A	NIPA (2018011-01	4	\$	50.00	\$	200.00
7.0	DS-SFP-FC8G-SW=	8 Gbps Fibre Channel SW SFP+, LC, Spare	N/A	NIPA (2018011-01	4	\$	130.00	\$	520.00
8.0	UCS-SD-32G-S=	32GB SD Card for UCS servers	N/A	NIPA (2018011-01	2	\$	63.00	\$	126.00
9.0	UCS-MSTOR-SD=	Mini Storage Carrier for SD (holds up to 2)	N/A	NIPA (2018011-01	1	\$	44.00	\$	44.00
10.0	UCS-SP-MINI-2-5108	UCS SP Select 2nd Mini AC2 Chassis w. I/O Mod, FI p.lic,QSFP	N/A	NIPA (2018011-01	1	\$	-	\$	-
10.1	UCS-SP-MINI-25108	(Not sold standalone)UCS SP Select 2nd Mini AC2 Chassis w/I/O	N/A	NIPA (2018011-01	1	\$	5,952.00	\$	5,952.00
10.1.1	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	N/A	NIPA (2018011-01	4	\$	-	\$	-
10.1.2	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	N/A	NIPA (2018011-01	4	\$	-	\$	-
10.1.3	N20-FAN5	Fan module for UCS 5108	N/A	NIPA (2018011-01	8	\$	-	\$	-
10.1.4	N01-UAC1	Single phase AC power module for UCS 5108	N/A	NIPA (2018011-01	1	\$	-	\$	-
10.1.5	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	N/A	NIPA (2018011-01	1	\$	-	\$	-
10.1.6	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	N/A	NIPA (2018011-01	8	\$	-	\$	-
10.1.7	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	N/A	NIPA (2018011-01	1	\$	-	\$	-
10.1.8	UCS-IOM-2204XP	UCS 2204XP I/O Module (4 External, 16 Internal 10Gb Ports)	N/A	NIPA (2018011-01	2	\$	-	\$	-
10.1.9	N20-FW014	UCS 5108 Blade Chassis FW Package 3.1	N/A	NIPA (2018011-01	1	\$	-	\$	-
10.1.1	CON-SSC4P-SP25108	SOLN SUPP 24X7X4OS, UCS SP Select 5108 AC2 Chassis 2nd	12	NIPA (2018011-01	1	\$	232.00	\$	232.00
10.2	UCS-6324-40G=	6324 Fabric Interconnect License for 40G Scalability Port	N/A	NIPA (2018011-01	2	\$	1,514.50	\$	3,029.00
10.3	QSFP-4SFP10G-CU3M=	QSFP to 4xSFP10G Passive Copper Splitter Cable, 3m	N/A	NIPA (2018011-01	2	\$	225.00	\$	450.00

#### MDS Switch

1.0	UCS-EP-MDS9148S-16	MDS 9148S 16G FC switch, w/ 12 act ports + 16G SW SFPs	N/A	NIPA (2018011-01	2	\$	2,978.00	\$	5,956.00
1.1	CON-SNTP-9418S16	SN7C-24X7X4 MDS 9148S 16G FC swi	12	NIPA (2018011-01	2	\$	257.50	\$	515.00
1.2	M91S5K9-6.2.13	MDS 9100 Supervisor/Fabric-5, NX-OS Software 6.2.13	N/A	NIPA (2018011-01	2	\$	-	\$	-
1.3	DS-9148S-KIT-CSCO	MDS 9148S Accessory Kit for Cisco	N/A	NIPA (2018011-01	2	\$	-	\$	-
1.4	DS-SFP-FC16G-SW	16 Gbps Fibre Channel SW SFP+, LC	N/A	NIPA (2018011-01	24	\$	-	\$	-
1.5	UCS-EP-MDS9148SL2	MDS 9148S 16G FC 12-port upgrade license + 16G SW SFPs	N/A	NIPA (2018011-01	2	\$	2,755.00	\$	5,510.00
1.6	DS-SFP-FC16G-SW	16 Gbps Fibre Channel SW SFP+, LC	N/A	NIPA (2018011-01	24	\$	-	\$	-
1.7	M9148S-PL12U	MDS 9148S 16G FC 12-port upgrade license	N/A	NIPA (2018011-01	2	\$	-	\$	-

#### Misc

1.0	28950	C2G 5m LC-SC 9/125 OS1 Duplex Singlemode PVC Fiber Cable	N/A	NIPA (2018011-01	4	\$	25.00	\$	100.00
1.1	29920	C2G 3m LC-SC 9/125 OS2 Duplex Single-Mode Fiber Cable	N/A	NIPA (2018011-01	4	\$	22.00	\$	88.00

1.2	SFP-10G-SR	Cisco SFP-10G-SR= SFP+ Transceiver Module	N/A	NIPA (2018011-01	4	\$	598.50	\$ 2,394.00
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Support

\$ 3,968.00

Hardware Sub-Total

\$ 163,304.00

Tax 8.75%

\$ 14,289.10

Shipping

\$ -

Grand Total

\$ 181,561.10

Implementation, configuration, installation, etc. per attached SOW

\$47,394.00

Total

\$ 228,955.10



## STATEMENT OF WORK

<b>Project Name:</b>	Sacramento City USD VMWare/UCS Upgrade	<b>Seller Representative:</b> Stacy Goodman 9162165196 sgoodman@cdw.com
<b>Customer Name:</b>	Sacramento City Unified School District	
<b>CDW Affiliate:</b>	CDW Government, LLC.	
<b>Date Requested:</b>	September 16, 2019	<b>Solution Architect:</b> Steve Bally
<b>Seller Services Manager:</b>	Devinder Singh	
<b>Version:</b>	2	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date this SOW is signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government, LLC. (“**Provider**”, “**Seller**” and “**we**”) and SACRAMENTO CITY UNIFIED SCHOOL DIST (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

#### UCS PROJECT SCOPE

#### UCS QUICKSTART

Cisco Unified Computing System (UCS) Quick Start is a hands-on engagement -- optimized for customer interaction and knowledge transfer.

Project duration is estimated to be 60 days after full-execution of this Statement of Work and start of work

This service addresses the initial configuration and management of UCS and provides an introduction to the many features, functionality and capabilities associated with the platform.

- Introduction of the Unified Computing Architecture
- Knowledge Transfer of Unified Computing System Architecture
- Hands-on configuration of the UCS Platform

#### PROJECT OVERVIEW

- Phase 1: Pre-Implementation Activity
- Phase 2: Hardware Implementation
- Phase 3: Knowledge Transfer and Functional Demonstration
- Phase 4: OS Deployment
- Project Close

## PHASE ONE: PRE-IMPLEMENTATION ACTIVITY

- Project Kick Off
  - Identify UCS Team Members
  - Validate and Review Site Planning and Preparation Document Information
  - Conduct Hardware Inventory

## PHASE TWO: HARDWARE IMPLEMENTATION

Phase Two Activities include the following tasks:

- Hardware Implementation – As part of the Quick Start Implementation Seller engineers will assist in the physical implementation of:
  - Install new UCS Mini Chassis with UCS 2204XP Fabric IOM
  - Install and configure the 40GbE to Breakout cables from existing UCS Mini to New 5108 Chassis
  - Install (6) six B200 M5 Hosts for ESX Hosts
  - Install 2 x B200M5 & Drives (Cluster Physical Servers)
  - Install C220 Rackmount Server (vCenter)
    - Install SD Storage / Install ESXi (Prepare for vCenter Installation)

## PHASE THREE: UCS WORKSHOP AND FUNCTIONAL DEMONSTRATION

Seller will provide an onsite UCS workshop in order to perform knowledge transfer on the architecture, design, functions and features. The demonstration and guided configuration will cover both UCS hardware, software, and systems management components. This will consist of a workshop lasting up to 4 hours, consisting of a presentation, whiteboard session, and where required, hands-on training pertaining to the operation of the UCS platform in the customer's environment.

## PHASE FOUR: OPERATING SYSTEM DEPLOYMENT

During the OS deployment phase, the customer will collaborate with Seller engineers to perform installation of up to 6 UCS Blades UCS supported operating system/hypervisor (Linux, Windows and/or VMware Hypervisor) on UCS Blades through the UCS Systems Management console.

## **ADD 8 BLADES & C220 RACKMOUNT SERVER TO EXISTING UCS ENVIRONMENT**

- Tasks which will be completed:
  - Add New UCS 5108 Mini Chassis
    - Add 2 x 2204 Fabric IOM & Cable & License
  - Inserting blades into the free chassis slots
  - Verifying FW on the new blades
  - Applying existing UCS profiles templates to blades or clone existing.
  - Perform OS installation
  - Validating network connectivity
- Tasks which are out of scope:
  - OS or firmware upgrade to current environment

## UCS UPGRADE

- Subject to the other provisions of this SOW, Seller will perform the following services:
  - Stage, Configure, and Test Cisco UCS Firmware Upgrades for:
    - Up to eight (8) M5 blade servers
      - 2 x M5 for Physical Microsoft Cluster Hosts
      - 6 x M5 for Production ESX Hosts
  - Configuration of UCS Mini
- Tasks Out of scope:
  - Configuration and troubleshooting of other devices not directly required for UCS System to function.
  - Configuration and troubleshooting of Storage devices. Seller may provide configuration guidance.
  - Application Testing. Customer will be responsible for developing and executing application tests.

## RESPONSIBILITIES

### PLANNING AND DISCOVERY RESPONSIBILITIES

Seller is responsible for the following:

1. Mutually schedule the Site Planning and Preparation review with your site contact.
2. Review and validate collected site survey information with you.
3. Review site survey and network diagram and develop and perform the site readiness recommendations to you.
4. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives and traffic volumes.

Customer will be responsible for the following:

1. Fill out the Site Planning and Preparation Document and Logical Configuration Survey. These documents should be completed before engineer arrives onsite for the implementation.
2. Provide the IP addressing and subnet mask plan for the proposed solution.
3. Provide all existing configurations that may be relevant to the new implementation.
4. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
5. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process will be the responsibility of Customer. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.
6. Provide a conference room with a whiteboard, projector, and conference phone, as needed.
7. Ensure all stakeholders are present and participate in the kick off meeting.
8. Work with Seller to identify specific objectives and success criteria for UCS.
9. Understand the roles and responsibilities of the Customer team during the engagement.
10. Ensure the environment for UCS is prepared and all required tools, hardware, and software is available to Seller.
11. Provide access to all the necessary systems, information, required personnel, hardware, and software required to develop the plan to the Seller.

### DESIGN RESPONSIBILITIES

Seller will be responsible for the following:

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Drafted by: Dana Warren

1. Work with Customer to understand the environment and to validate the new platform
2. Review the proposed infrastructure design with Customer.
3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.
4. Highlight any design elements that are considered non-standard or do not meet Cisco UCS best practices.

Customer will be responsible for the following:

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.
2. Assist in the definition of pass/fail criteria for the defined tests.
3. Provide all test data and required configurations.
4. Ensure the environment for UCS is prepared and all required tools, hardware and software is available to the Seller.
5. Provide Seller access to all the necessary systems, information, required personal, hardware and software required to develop the plan.
6. Provide Seller access to all areas required to develop the architecture.
7. Ensure all stakeholders are active and participating in the activities.

#### IMPLEMENTATION AND TESTING RESPONSIBILITIES

Seller will be responsible for the following:

1. Configure system components per agreed upon design and Seller best practice.
2. Indicate any installation elements that are considered non-standard or do not meet Cisco UCS best practices.
3. Present the completed system to Customer.

Customer will be responsible for the following:

1. Customer will install and configure client applications on UCS.
2. Customer will develop and execute the Application test plan
3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
4. Provide shipping addresses for the site along with contact names for shipment to Customer specified locations if required.
5. Provide Seller access to all areas required to develop the architecture, install the UCS hardware and software, and test the system.
6. Provide Seller required operating system and virtualization hypervisor software for loading onto UCS Blade Servers.
7. Ensure the environment for UCS is prepared and all required tools, hardware and software are available to Seller.
8. Provide Seller access to all necessary systems, information, required personnel, hardware, and software required to develop the plan.
9. Provide Seller access to all areas required to develop the architecture, install the UCS hardware and software, and test the system.
10. Ensure all stakeholders are active and participating in the activities.
11. Provide the necessary operating system or virtualization software and licenses that will be installed on the UCS platform.

## **ASSUMPTIONS**

### **HARDWARE AND SOFTWARE**

1. Customer will provide all hardware and cabling required for implementation.
2. Customer will provide proper racks and screws for implementation.
3. Customer will provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the UCS platform.
4. Customer will provide Seller access or personnel with access to all locations in a timely manner.
5. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
6. Customer provided cabling will be functioning and terminated. Any delays or troubleshooting time incurred at this time will be considered out of scope and billed separately at standard hourly rates.
7. Customer will be responsible for moving all patch cables to the new equipment.
8. If any lift equipment is required to mount the UCS Platform Customer will provide the proper equipment and personnel to operate and help implement the solution in a safe manner.
9. Customer will provide all patch cables and riser runs, copper or fiber.
10. Customer will apply all asset tags to the hardware

### **PREPARATION**

1. The current network is functioning properly (no adverse conditions) prior to the implementation of new equipment Integration/Migration
2. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
3. Customer staff will be on site and available during the integration cut-over.
4. Customer staff will be available during all migration and testing.

### **ACCEPTANCE AND CHANGES**

1. All design changes will be required to be signed off on by the Seller senior engineer and the Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis.
2. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a SMARTnet support contract will be billable on a time-and-material basis.

### **SUPPORT**

1. Any subsequent support beyond this budgeted amount will be considered out-of-scope and billable on a time-and-materials basis. After the pre-defined period for Day 1 support is complete, Customer will either transition to Seller's Day 2 support organization or inform Seller, in writing, if choosing to support the system without a Seller Day 2 Support plan.
2. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
3. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

4. Seller will assist with investigating and troubleshooting connectivity issues within the equipment implemented and configured by Seller. If the issue is believed to be outside of the Seller implemented and configured equipment Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment.

Note: Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Configuration of other devices not directly required for UCS System to function
2. Configuration of Storage devices. Seller may provide configuration guidance.
3. Application Installation. Seller will only install supported operating system/hypervisor.
4. Application Testing. Customer will be responsible for developing and executing application tests.
5. Determining parameters of operating system configuration. Customer will be responsible for configuration parameters of Operating Systems, Virtualization Environments.
6. Configuration of UCS Manager/UCS Central domains outside of the UCS Quickstart
7. Configuration of existing LAN/SAN switches
8. Configuration of storage

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Design Document	High-level description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Test Plan	Description of the test plan and success criteria	PDF
Project Plan	Project plan showing timelines and milestones	PDF

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## MDS SWITCH PROJECT SCOPE

### DESIGN, IMPLEMENTATION, AND SAN CONFIGURATION ON TWO MDS SWITCHES (NON-DIRECTOR CLASS)

#### MDS 9148S SAN SWITCHES

A quantity of two (2) MDS 9148S switches (non-Director class), each will be implemented to meet the following objectives:

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- Establish a functional pair of Cisco MDS 9148S switches with proper licensing and feature enabled.
- Establish connectivity between UCS & Storage elements
- Dedicated VSANs for each Fibre Channel fabric
- Allocates ports as Fibre Channel resources
- Define Fibre Channel aliases for Service Profiles and Storage controller ports
- Establish Fibre Channel Zoning and working sets

As part of the MDS 9148S LAN and SAN implementation, Seller will perform the following:

- Initial setup and configuration of MDS 9148S switches
- Enable the appropriate Cisco MDS features and licensing.
- Create VSANs for fabric “A” or “B” on respective MDS platform.
- Assign to VSAN appropriate FC interfaces.
- Create device aliases on each Cisco MDS 9148S for each service profile using corresponding fabric PWWN.
- Create device aliases on each Cisco MDS 9148S for each service Storage controller using corresponding fabric PWWN.
- Create Zones for each service profile and assign devices as members via Fibre Channel aliases.
- Activate the zoneset.
- Validate Storage Connectivity between hosts and Storage

## **PROJECT CLOSE**

A Project Closure meeting will be scheduled to review the findings and recommendations of the engagement. At this time, you will have the opportunity to raise any questions pertaining to the report or engagement itself, clarify any issues that remain, and discuss next steps with the engineers.

## **RESPONSIBILITIES**

### **PLANNING AND DISCOVERY RESPONSIBILITIES**

Seller is responsible for the following:

1. Mutually schedule the Site Planning and Preparation review with your site contact.
2. Review and validate collected site survey information with you.
3. Review site survey and network diagram, and develop and perform the site readiness recommendations to you.
4. Work with you to understand that sufficient network capacity exists in your provided network design, and based on your stated performance objectives and traffic volumes.

Customer will be responsible for the following:

1. Fill out the Site Planning and Preparation Document and Logical Configuration Survey. These documents should be completed before engineer arrives onsite for the implementation.
2. Provide the IP addressing and subnet mask plan for the proposed solution.
3. Provide all existing configurations that may be relevant to the new implementation.
4. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.

5. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process will be the responsibility of Customer. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.
6. Provide a conference room with a whiteboard, projector, and conference phone, as needed.
7. Ensure all stakeholders are present and participate in the kick off meeting.
8. Work with Seller to identify specific objectives and success criteria for UCS.
9. Understand the roles and responsibilities of the Customer team during the engagement.
10. Ensure the environment for UCS is prepared and all required tools, hardware, and software is available to Seller.
11. Provide access to all the necessary systems, information, required personnel, hardware, and software required to develop the plan to the Seller.

### DESIGN RESPONSIBILITIES

Seller will be responsible for the following:

1. Work with Customer to understand the environment and to validate the new platform
2. Review the proposed infrastructure design with Customer.
3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.
4. Highlight any design elements that are considered non-standard or do not meet Cisco UCS best practices.

Customer will be responsible for the following:

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.
2. Assist in the definition of pass/fail criteria for the defined tests.
3. Provide all test data and required configurations.
4. Ensure the environment for UCS is prepared and all required tools, hardware and software is available to the Seller.
5. Provide Seller access to all the necessary systems, information, required personal, hardware and software required to develop the plan.
6. Provide Seller access to all areas required to develop the architecture.
7. Ensure all stakeholders are active and participating in the activities.

### KNOWLEDGE TRANSFER WORKSHOP RESPONSIBILITIES

Customer will be responsible for the following:

1. Provide a conference room with a whiteboard, projector, and conference phone, as needed.
2. Ensure all stakeholders are present and participate in this session.

### IMPLEMENTATION AND TESTING RESPONSIBILITIES

Seller will be responsible for the following:

1. Configure system components per agreed upon design and Seller best practice.
2. Indicate any installation elements that are considered non-standard or do not meet Cisco UCS best practices.
3. Present the completed system to Customer.
4. Install and configure client applications on UCS.

5. Develop and execute the Application test plan

Customer will be responsible for the following:

1. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
2. Provide shipping addresses for the site along with contact names for shipment to Customer specified locations if required.
3. Provide Seller access to all areas required to develop the architecture, install the UCS hardware and software, and test the system.
4. Provide Seller required operating system and virtualization hypervisor software for loading onto UCS Blade Servers.
5. Assist in the installation of any operating system, virtualization software, or applications on UCS.
6. Ensure the environment for UCS is prepared and all required tools, hardware and software are available to Seller.
7. Provide Seller access to all necessary systems, information, required personnel, hardware, and software required to develop the plan.
8. Provide Seller access to all areas required to develop the architecture, install the UCS hardware and software, and test the system.
9. Ensure all stakeholders are active and participating in the activities.
10. Provide the necessary operating system or virtualization software and licenses that will be installed on the UCS platform.

## **ASSUMPTIONS**

### **HARDWARE AND SOFTWARE**

1. Customer will provide all hardware and cabling required for implementation.
2. Customer will provide proper racks and screws for implementation.
3. Customer will provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the UCS platform.
4. Customer will provide Seller access or personnel with access to all locations in a timely manner.
5. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
6. Customer provided cabling will be functioning and terminated. Any delays or troubleshooting time incurred at this time will be considered out of scope and billed separately at standard hourly rates.
7. Customer will be responsible for moving all patch cables to the new equipment.
8. If any lift equipment is required to mount the UCS Platform Customer will provide the proper equipment and personnel to operate and help implement the solution in a safe manner.
9. Customer will provide all patch cables and riser runs, copper or fiber.
10. Customer will apply all asset tags to the hardware

### **PREPARATION**

1. The current network is functioning properly (no adverse conditions) prior to the implementation of new equipment Integration/Migration
2. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
3. Customer staff will be on site and available during the integration cut-over.

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4. Customer staff will be available during all migration and testing.

#### ACCEPTANCE AND CHANGES

1. All design changes will be required to be signed off on by the Seller senior engineer and the Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis at \$225/hour.
2. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a SMARTnet support contract will be billable on a time-and-material basis at \$225/hour.

#### SUPPORT

1. Any subsequent support beyond this budgeted amount will be considered out-of-scope and billable on a time-and-materials basis. After the pre-defined period for Day 1 support is complete, Customer will either transition to Seller's Day 2 support organization or inform Seller, in writing, if choosing to support the system without a Seller Day 2 Support plan.
2. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
3. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.
4. Seller will assist with investigating and troubleshooting connectivity issues within the equipment implemented and configured by Seller. If the issue is believed to be outside of the Seller implemented and configured equipment Customer will be required to engage their third party partners to troubleshoot the issue within their equipment.

Note: Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.

#### **OUT OF SCOPE**

Tasks outside the statement of work include, but are not limited to:

1. Configuration of other devices not directly required for UCS System to function
2. Configuration of Storage devices. Seller may provide configuration guidance.
3. Application Installation. Seller will only install supported operating system/hypervisor.
4. Application Testing. Customer will be responsible for developing and executing application tests.
5. Determining parameters of operating system configuration. Customer will be responsible for configuration parameters of Operating Systems, Virtualization Environments.
6. Configuration of UCS Manager/UCS Central domains outside of the UCS Quickstart
7. Configuration of existing LAN/SAN switches
8. Configuration of storage

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

#### **ITEM(S) PROVIDED TO CUSTOMER**

Table 2 – Item(s) Provided to Customer

Item	Description	Format
Design Document	High-level description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Test Plan	Description of the test plan and success criteria	PDF
Project Plan	Project plan showing timelines and milestones	PDF

## VMWARE PROJECT SCOPE

### VMWARE vSPHERE 6.7 JUMPSTART

This engagement will include lecture-based overview and installation services and will take up to eight (8) consecutive business days.

#### vSPHERE 6.7 INSTALLATION

Seller will conduct a vSphere 6.7 Jumpstart engagement with Customer at their location. This engagement will include installation services for the following:

As part of this engagement, Seller will:

- Conduct initial design call to establish technical requirements of installation and site preparation
- Explain the capabilities of vSphere 6.7 including ESXi Server 6.7 and vCenter 6.7
- Install and configure vSphere infrastructure components
  - VMware vSphere 6.7 Enterprise Plus Edition
  - Interactive ESXi installation for up to fifteen (15) servers
  - VMware vCenter Server Appliance with the following roles embedded and enabled as needed on up to two (2) appliances or locations:
    - Platform Services Controller
    - vSphere Update Manager
  - vSphere Client on one system
- Configure up to two (2) DRS/HA clusters if licensing allows
- Implement vCenter High Availability with Embedded Platform Service Controllers if desired by customer
- Create and test deployment of up to two (2) Windows server templates
- Convert up to two (2) Physical to Virtual (P2V) non-production Windows servers supported by VMware Standalone Converter

#### vREALIZE OPERATIONS AND MANAGEMENT INSTALLATION

Seller will conduct a vRealize Operations Jumpstart with Customer at their location. This engagement will include installation services for the following:

- vRealize Operations and Management Overview
  - Install and configure vRealize Operations and Management
    - vRealize Operations Manager

- Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
- vRealize Log Insight
  - Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
  - If no license was purchased for Log Insight, the Log Insight for vCenter standard edition will be used (Valid for Log Insight 4.6.1 only).
- Up to three (3) vRealize Operations Management Packs will be installed of the Customer's choice (some management packs are trials and are not covered by vOps licensing)
- Up to three (3) vRealize Log Insight Content Packs will be installed of the Customer's choice (some content packs are trials and are not covered by Log Insight licensing)
- Knowledge Transfer Session
  - vRealize Operations Manager Overview
  - vRealize Log Insight Overview

### VREALIZE OPERATIONS AND VIRTUAL ENVIRONMENT ANALYSIS

Seller will conduct a remote session 4-6 weeks after vSphere installation with Customer, providing analysis and insight into vRealize Operations data and virtual environment health.

- Remote Session (up to 4 hours)
  - Overview of vRealize Operations data and analysis
  - Q&A regarding virtual environment

Note: A separate instructor-led class, which includes step-by-step labs as well as courseware, is required in order to take the VMware Certified Professional (VCP) Exam. For more information please refer to the Education section on [www.vmware.com](http://www.vmware.com).

### **TARGET AUDIENCE**

- System engineers and administrators new to vSphere

### **AGENDA**

- Pre-Engagement conference call
  - Introduce key participants
  - Review agenda
  - Review logistics
- Site readiness preparation
  - Remote hardware, storage, database, DNS and networking requirements discussion and planning
  - Document naming standards, IP addresses, VLAN, service accounts and storage configurations
- vSphere deployment
  - Interactive ESXi install for up to fifteen (15) servers
  - VMware vCenter Server Virtual Appliance on up to two (2) appliances
    - Platform Services Controller
    - vSphere Update Manager
  - Demonstrate VMware Host Client

- Demonstrate vSphere Web Client (Flash-based) on one system
- Demonstrate vSphere Client (HTML5-based) on one system
- Creation of vCenter clusters
  - VMware Distributed Resource Scheduler (DRS)
    - Host affinity
    - DPM
  - VMware High Availability (HA)
  - VMware Fault Tolerance (FT)
- Technical architecture overview
  - Infrastructure architecture and components
  - Storage
    - Thin Provisioning
    - Storage vMotion
    - Storage I/O Control
    - MPIO
    - vSphere Storage DRS
  - Networking
    - Standard switches
    - VMware distributed switches
    - Network I/O Control
  - Virtual machine architecture
- Management and administration
  - Creating and deploying virtual machines
  - Template creation and deployment
  - DRS
    - Groups
    - Host affinity rules
    - Guest affinity rules
    - vApp creation
  - HA
    - Admission control and policy
    - Datastore heartbeats
  - Roles
  - Licensing
  - Scheduled tasks
  - Host profiles
  - Systems management and alerts
- Systems maintenance and troubleshooting tips
  - Update Manager
    - ESXi Server maintenance
    - VM maintenance
  - vCenter maintenance using vCenter Appliance management interface
  - Demonstrate backup of vCenter using Appliance management interface
- VMware Standalone Converter conversions
- Testing
  - HA and DRS functional testing

- FT functional testing
- vRealize Operations Manager deployment
  - Installation and configuration of vRealize Operations Manager appliance
    - Installation of vRealize Operations Manager virtual appliance
    - Initial configuration of vRealize Operations Manager
    - Integration of vSphere infrastructure (vCenter and hosts)
    - Management Pack installation and configuration
  - Installation and configuration of vRealize Log Insight
    - Installation of vRealize Log Insight virtual appliance
    - Initial configuration of vRealize Log Insight
    - Integration of vSphere infrastructure (vCenter and hosts)
    - Content Pack installation and configuration
  - Knowledge Transfer Session
    - vRealize Operations Manager Overview
    - vRealize Log Insight Overview
- vRealize Operations and Environment Analysis
  - Post-installation analysis of vRealize Operations and Log Insight data (4-6 weeks after install)
  - Remote session with Customer to discuss findings
  - Open Q&A with Customer around vRealize solution and virtual environment

## RESPONSIBILITIES

As part of this engagement, Customer is responsible for providing the following:

- Server hardware [certified and tested](#) for ESXi Server 6.7. This equipment should have a 24-72 hour burn-in period to ensure proper hardware functionality
- Storage hardware certified & tested for ESXi Server 6.7 and vCenter 6.7
- Network hardware certified & tested for ESXi Server 6.7 and vCenter 6.7
- Servers used for vSphere must have supported and up-to-date firmware prior to implementation.
- Current software licensing for VMware Infrastructure, Microsoft Windows Server, SQL Server or Oracle Server
- We recommend that an initial 1 TB LUN for vSphere appliances be created prior to Seller coming onsite. Additional LUN or NFS requirements will be discussed with the engineer during the site readiness preparation.
- DNS is required to be functional prior to implementation.
- Media and license keys for all guest operating systems (virtual machines) during this engagement

As part of this engagement, Seller is responsible for the following:

- Manage any support issues which may arise throughout the duration of the jumpstart

## PROJECT ASSUMPTIONS

- Seller is not responsible for modifications beyond the initial configuration engagement.
- Customer has a current VMware licenses for all products being installed. In the event the Customer does not have a current license evaluation licenses will be used.
- Customer has reviewed each vendor's policy for operating system and application virtualization and is responsible for license compliance.



- Customer must provide valid licenses for all operating systems and applications installed in Virtual Machines and Templates created by Seller.
- Customer has either a local NTP server or will allow access to an external NTP time source
- Customer understands that OEM (Original Equipment Manufacturer) licenses purchased with desktop or server hardware cannot be moved. Seller's engineers will not perform moves or any kind of migration of these OEM licenses as this violates the OEM license agreement.
- Any P2V processes will occur during the day.
- Project management and site readiness tasks will be performed remotely.
- No VoIP systems within the Customer's environment.

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

- Firmware updates on physical servers for vSphere deployment
- Replacement of any security certificates.
- Nexus 1000v or NSX setup or configuration
- vSphere Auto Deploy
- Any high availability configuration for external Platform Services Controllers
- Any high availability configuration for vRealize Operations
- Seller is not responsible for modifications beyond the initial configuration engagement

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table 3 – Item(s) Provided to Customer

Item	Description	Format
Site Readiness Spreadsheet	Documentation of IP addresses, VLANs, server names, service accounts, database connectors and storage configurations	XLSX
Vendor Administration Guides	Vendor Install and Admin Guides	PDF

## MICROSOFT SQL MIGRATE AND UPDATE PROJECT SCOPE

Sacramento City would like CDW to assist with upgrading an existing SQL Server 2012 Always On Availability Group pair of servers supporting 1 instance and 37 databases to a more recent version of SQL Server and onto new hardware.

During the engagement, we will utilize our experience with Microsoft SQL Server to make recommendations on how to best utilize the technology to meet your objectives. In addition, we will leverage the knowledge gained through previous deployments to avoid potential issues.

### *Project Kick-Off Meeting*

Seller will begin with a brief project kick-off meeting with the core Customer project team. The agenda topics will include:

- Customer and Seller team introductions
- Knowledge transfer and review of company and project vision
- Review of engagement goals and approach
- Establishment of roles and project activities

## **DATA COLLECTION**

Prior to the planning and design engagement Seller will demonstrate and direct you in the activities to collect the necessary data and information about your (2) SQL Server instances. These activities include running:

- MAP Toolkit
- Scripts
- Perfmon Traces

## **PHASE 1 – ABBREVIATED HA/DR PLANNING AND DESIGN**

The High Availability Planning & Design Session consists of the following activities:

- Planning
  - Review of current state environment
  - Review of current SQL Server configurations
  - Review of current management and maintenance practices
  - Discuss sizing & growth requirements
  - Discuss high availability and disaster recovery requirements
  - Review of MAP Toolkit results, scripts, and Perfmon traces
- Design
  - Review RTO and RPO requirements for each instance
  - Determine design to provide appropriate high availability and disaster recovery for each instance
    - Availability Groups
- Migration design
- Upgrade design

To summarize the planning and design engagement and provide direction for next steps we will provide a document summarizing the current environment with recommendations for the appropriate high availability and disaster recovery designs.

## **PHASE 2 – AD HOC IMPLEMENTATION ASSISTANCE**

During this phase CDW will assist you in implementing the design from Phase 1. Due to variability in potential end states, we are not able to accurately determine the full scope of implementation until the design is complete. We are allocating an estimated 54 hours for this work. We will discuss implementation plans with you before this phase to determine an appropriate task list and responsibilities.

Our current understanding is that we will:

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CDW,

LLC.

Version:2

Contract Number: 54005

Drafted by: Dana Warren

- Install SQL Server (version TBD) on two servers and configure according to best practices.
- Configure 1 Always on Availability group to include 37 databases
- Test failover
- Document the SQL environment.

## PROJECT ASSUMPTIONS

11. You will allow Seller to perform several interviews of stakeholders, sponsors, team members, technical staff and managers, who will be reasonably available for the time it takes to gather information.
12. In addition, your personnel will be available on a timely basis, and when reasonably requested by Seller, your personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow CDW to gather and validate information, perform reviews and obtain other input.
13. Your personnel will be committed to the degree necessary to successfully complete this project.
14. The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
15. You and Seller will follow or coordinate with Seller's Project Management Methodology for this project.
16. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from has no objections in relation thereto.

## CUSTOMER RESPONSIBILITIES

1. Customer will provide expertise as needed in the area of networking and storage.
2. Customer will run the Map Toolkit, Database Migration Assistant, scripts, and Perfmon traces as directed by Seller to collect necessary data and information about your (2) SQL Server instances.
3. Customer will assume all responsibility for application compatibility research and testing for the new version of SQL server which will be installed.

## OUT OF SCOPE

1. Any deployment, configuration, or remediation work.
2. Vendor specific storage system or networking recommendations.
3. Detailed disk/LUN sizing for each instance.
4. Detailed discussion or planning on VMware or Hyper-V configurations.
5. Application compatibility remediation
6. Virtual machine configuration.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Planning and Design Findings and Report	A document that contains a summary of the current environment with recommendations for the future state environment.	PDF

## DATA MIGRATION PROJECT SCOPE

Customer is requesting assistance to migrate approximately 75 TB of Data from an existing VMware 5.5 storage solution (“Source”) to a new VMware 6.7 storage solution (“Target”). Seller will work with Customer to Plan, Design and Migrate Data on specific hosts from started sources(s) to specific target(s) according to the scope boundaries set forth below: including Data Gathering, Assessment, Planning, Design, Implementation and Migration data validation. Seller will use a specific Storage Solution Native Windows tools as its primary tool(s) for migration of data during this project and may elect, at Seller’s discretion, to employ the use of other appropriate methods as needed to complete the migration of data as defined in this SOW. This process will be based upon mutually agreed upon downtime requirements, planned in advance by both the Seller and Customer.

### SOURCE ENVIRONMENT

- Qty. (2) Cisco UCS
- Qty (11) Eleven Hosts
  - Approx. 75TBs, 220 VMs

### TARGET ENVIRONMENT

- Qty. (1) Cisco UCS Mini & New UCS Mini 5108 Chassis
- Qty ( 6) Six Hosts
  - Approx. 75TBs, 220 VMs,

## DATA MIGRATION

Seller’s approach to this Data Migration project is addressed in the following phases:

- Discovery & Assessment
- Planning & Design
- Preparation
- Pilot
- Data Migration
- Validation

### DISCOVERY AND ASSESSMENT PHASE

- Seller will perform a physical and logical inventory of the Customer storage environment and supporting network hardware, and will gather information regarding the data type, size, and environment.
- Customer will complete a data assessment questionnaire provided by the Seller.
- Seller will review the questionnaire and communicate with the Customer as needed for additional or follow up information.
- Seller will run a data gathering and validation tool on Customer network (remote) in order to collect, analyze and validate Customer data is in line with project information.
- Seller will work with the Customer if any needed outages are identified to ensure minimal impact to the Customer business operations as well as to ensure correct collection of data.

- Seller will complete the analysis of existing host data collected and document any required changes to hardware/software/firmware and provide the list to the Customer.

#### PLANNING AND DESIGN PHASE

- Upon completion of the discovery and assessment phase, Seller will create a data migration strategy based on Customer specific needs. The Seller and Customer will review the findings and recommendations.
- A migration plan will be submitted to Customer for approval before proceeding.
- Once the migration plan has been accepted then the Seller will create a pilot and validation plan. The purpose of this plan is to test in a controlled pilot group the migration strategy.
- Validate the migration environment to ensure the appropriate assets will be migrated and meet Seller's interoperability requirements.
- Correlate storage environment information and plan for the migration solution.
- Create documentation of the proposed architecture in the Configuration Guide.
- Work with Customer to develop post migration cutover plan.
- Determine the engagement process and schedule.
- Determine Downtime windows.
- Determine Customer Change Control.

#### PREPARATION PHASE

- Validate that the relevant equipment is on-site at the appropriate location with power and cable requirements met
- Confirm with the Customer the installation, cabling, and connectivity to system cabinets are in accordance with the solution design
- Verification of the network, server, or storage configuration changes
- Installation and setup of the migration tool(s)
- Confirm Customer has completed a full backup of all data from source systems

#### PILOT PHASE

- Development of the Data Migration Validation Plan with the Customer
- Perform a test migration with data subset
- Review Pilot results upon successfully completion
- Modify migration plan and conduct second pilot if required

#### DATA MIGRATION PHASE

- Seller will migrate approx 25 VMs to new environment and provide training to Customer on process to migrate additional 195 VMs
- Upon determination of migration plan and technique, specific implementation plans will be generated and executed.

#### VALIDATION PHASE

- Review Data Validation plan with Customer
- Validate migrated data attributes
- Validate target system configuration
- Verify I/O is suspended and confirm with Customer that data removal from system is complete

- Perform post-migration clean up, including removal of any zoning, device mappings, port connections, and migration software or storage configuration settings that are no longer required in the environment
- Remove migration appliances as needed
- Provide appropriate Knowledge Transfer and target system Overview as applicable

## **ENGAGEMENT PLANNING & MANAGEMENT**

These tasks will ensure that project completion meets all requirements outlined in the scope of services. It includes the following activities:

- Internal Project Technical Planning
  - Solution and Technical Architecture Review and planning
  - Clearly define project scope, objectives, risks and approach
  - Develop a Work Breakdown Structure and Develop a Project Plan
  - Develop Communication and Escalation Plan
  - Identify project resources, roles, and responsibilities
  - Confirm site readiness and documentation
- External Project Meeting
  - Introduce key participants, stakeholders and project teams
  - Verify hardware delivery and specifications
  - Solution, requirements and logistics Review
  - Review and approve project plan
- Project Management
  - Task and resource scheduling and assignment
  - Administration, Financial and Team management
  - Escalation and communication management
  - Change control and management
  - Status meetings and reporting
  - Project Closeout

## **PROJECT ASSUMPTIONS**

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
2. If you require Seller to perform additional tasks that fall outside of this SOW additional charges may be incurred and will require Customer sign-off before additional tasks can be completed.
3. Services not specified in this SOW are considered out-of-scope and will be addressed with a separate SOW or Change Order.
4. Customer must provide valid licenses for all operating systems.
5. Customer will provide either a Project Manager or other consistent and knowledgeable resource familiar with the Customer environment, processes and procedures in order to facilitate the timely execution of the tasks Seller is expected to complete as part of this SOW.
6. The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
7. You and Seller will follow Seller's Project Management Methodology for this project. Seller's Project Management Methodology is as follows: Customer will work with Seller to define roles and

responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.

8. If you require Seller to perform additional tasks that fall outside of this SOW additional charges may be incurred and will require Customer sign-off before additional tasks can be completed.
9. Existing network is in good working order.
10. All discovery Services are best effort and are dependent on the network being fully functional.
11. Customer has knowledge about current environment, storage area network, networking infrastructure.
12. Customer resources committed to the engagement will be made available throughout the engagement.
13. Customer has acquired all necessary hardware and software required to fulfill this project. Delays in hardware and software delivery may increase costs or change the project timeline.
14. Project management tasks will be performed remotely.
15. Seller will not be liable for any loss, corruption, or any other damage to data or software involved in this project.
16. The number of VMs moved depends on migration window time and will be agreed upon by customer and seller prior to migration.
17. Customer and Seller agree that the total number of “servers” (VM’s) involved in the migration is 220.
18. Any change in the number of servers to be migrated will require a Project Change Request to the original SOW approved by both Seller and Customer and may require Seller to modify the number of servers migrated, per session accordingly.
19. Additional licensing cost may be applied depending on the agreed upon migration strategy. Customer will be responsible for any additional costs.

## **CUSTOMER RESPONSIBILITIES**

In addition to any other responsibilities described in this SOW that you may have, your obligations include (without limitation) those listed below.

1. Together with Seller, schedule the performance of the services.
2. Provide other full-time qualified, knowledgeable personnel who will perform your obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the services.
3. Your personnel will be available on a timely basis, and when reasonably requested by Seller, your personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
4. When services are performed at your location, you will provide adequate, co-located workspace for the engagement personnel (both Sellers’ personnel and your personnel) with appropriate system access. Seller recommends keeping these personnel separate from support teams and those performing daily operations.
5. Acquired all necessary hardware and software required to complete this project.
6. Provide Seller all appropriate media, licensing, and software keys.
7. Provide network connectivity, including cabling, Internet access and voice access for local and long distance calls.
8. Must perform a full back-up prior to Seller arriving to perform the service requested. Seller is neither liable nor responsible for the loss, back-up, or restore of any Customer data.

9. Grant or facilitate authorized Seller project delivery personnel the timely access to all related Customer equipment, systems, device and system consoles, (restricted access or otherwise secured location) that Seller would require in order to execute the Services set forth in this SOW.
10. Current LAN, WAN, Network Storage or related Systems documentation, including any relevant drawings, diagrams, layouts and schematics to the Customer Environment either included or affected by the tasks set forth in this SOW, and as requested by Seller.
11. Inventory of Storage devices, physical and virtual to include SAN, NAS and Disk Arrays or as otherwise required by Seller.
12. All post-migration activities (i.e. reconfiguring replication and backups).

## ACCEPTANCE CRITERIA

The acceptance criteria for this engagement are as follows:

1. Assessment
2. Planning/Design
3. Completion of data migration.

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Migration of any server not within the defined SOW
2. Migration of more than 25 VMs
3. Any LUN consolidation.
4. Application verification – Customer is required to verify data/application integrity.
5. Client configuration changes

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Communication Plan	Communication Plan for the project.	PDF
Data Migration Workbook	The plan that will document the necessary steps and procedures that will be performed by both parties (Seller and Customer) to ensure the successful migration of the Customer's data. Visual depiction of the current data and storage environment.	PDF



## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will provide funding in the amount of \$13,000.00 (“**Funding**”).

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller’s invoice(s) will reflect the balance of any fees due.

## SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$47,394.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

Project Milestones	Percentage	Fees
Signed SOW	25%	\$15,098.50
UCS Implementation	25%	\$15,098.50
VMware Implementation	25%	\$15,098.50
Completion of Work	25%	\$15,098.50
<b>Subtotal</b>		\$60,394.00
<i>Less Seller Funding</i>		-\$13,000.00
<b>Totals</b>	100%	<b>\$47,394.00</b>

## EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer's request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply..

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party with cause upon at least thirty (30) days' advance written notice.
7. This SOW can be terminated by the Customer without cause upon at least thirty (30) days' advance written notice.
8. THERE ARE NO DELIVERABLES PROVIDED BY SELLER UNDER THIS SOW.
9. SOME OR ALL OF THE SERVICES PROVIDED UNDER THIS SOW WILL BE PERFORMED BY SELLER'S SUBCONTRACTOR: NONE

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within thirty (30) days after receipt of the invoice.

## EXPIRATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by that certain City of Mesa Agreement Number 2018011 Information Technology Solutions & Services between CDW Government LLC and City of Mesa, Arizona, administered by National IPA, effective March 1, 2018 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

**CDW Government LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mailing Address:**

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

**Sacramento City Unified School District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mailing Address:**

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

**Billing Contact (If different than above):**

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

## EXHIBIT A.

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 4 – Customer-Designated Locations

Location(s)	Service(s)			
Sacramento City Unified School District 3051 Redding Ave Sacramento, CA 98520	<input type="checkbox"/> Assessment	<input type="checkbox"/> Knowledge Transfer	<input type="checkbox"/> Staff Augmentation	
	<input checked="" type="checkbox"/> Configuration	<input checked="" type="checkbox"/> Project Management	<input type="checkbox"/> Support	
	<input checked="" type="checkbox"/> Design	<input type="checkbox"/> Reconfiguration	<input type="checkbox"/> Training	
	<input checked="" type="checkbox"/> Implementation	<input type="checkbox"/> Reinstallation	<input checked="" type="checkbox"/> Custom Work	

# QUOTE CONFIRMATION



DEAR SOFTWARE ORDER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KVMS903	8/21/2019	A3	1592600	\$187,112.78

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft 365 A3 - subscription license - 1 user</a> Mfg. Part#: AAD-38391-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)	3063	5419420	\$54.06	\$165,585.78
<a href="#">Microsoft SQL Server Enterprise Core Edition License &amp; Software Assurance</a> Mfg. Part#: 7JQ-00341 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)	19	2670095	\$1,133.00	\$21,527.00
<a href="#">Microsoft Office 365 (Plan A2) - subscription license - 1 user</a> Mfg. Part#: M6K-00001-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	5500	2614683	\$0.00	\$0.00
<a href="#">Microsoft 365 A3 - subscription license - 1 user</a> Mfg. Part#: AAD-38397-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	65000	5419378	\$0.00	\$0.00

PURCHASER BILLING INFO		SUBTOTAL		\$187,112.78
Billing Address: SACRAMENTO CITY UNIFIED SCHOOL DIST ACCOUNTING SERVICES 3051 REDDING AVE SACRAMENTO, CA 95820-2122 Phone: (916) 277-6665 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING		\$0.00
		SALES TAX		\$0.00
		GRAND TOTAL		\$187,112.78
DELIVER TO		Please remit payments to:		
Shipping Address: SACRAMENTO CITY UNIFIED SCHOOL DIST ACCOUNTING SERVICES 3051 REDDING AVE SACRAMENTO, CA 95820-2122 Phone: (916) 277-6665 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Pat Hein

(866) 642-8073

pathei@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms.conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## Amendment to the Infinite Campus END USER LICENSE AGREEMENT

This Amendment to the Infinite Campus End User License Agreement (the "Amendment"), is made between Infinite Campus, Inc. a Minnesota corporation located at 4321 109<sup>th</sup> Avenue NE, Blaine, MN 55449 (the "Company") and Sacramento City Unified School District, with offices located at 5735 47th Ave, Sacramento, CA 95824, ("Licensee") and amends the agreement between the same parties titled End User License Agreement with an effective date of April 28, 2014.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**Amendment to Exhibit A.** Exhibit A to the Agreement is hereby deleted. Exhibit A, attached hereto and incorporated herein by reference, becomes Exhibit A to the Agreement, as here amended.

**Amendment to Order and Pricing Schedule** All Order and Pricing Schedules to the Agreement are hereby deleted. Order and Pricing Schedule, attached hereto and incorporated herein by reference, becomes Order and Pricing Schedule to the Agreement, as here amended.

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

Infinite Campus, Inc.

Sacramento City Unified School District

By:

By:

Elliot Lopez  
Elliot Lopez (Nov 28, 2018)

Name: Eric Creighton

Name: Elliot Lopez

Its: Chief Operating Officer

Its: Chief Information Officer



## **EXHIBIT A**

### **ONSITE APPLICATION HOSTING SERVICES AGREEMENT**

#### **1.0 Reference to Agreement**

This Hosting Services Agreement 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") as of the Effective Date.

#### **2.0 Initial Term and Fees**

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Onsite Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

#### **3.0 Recurring Annual Fees**

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

#### **4.0 Services**

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

##### **4.1 Included Services**

- 4.1.a **System Sizing.** Company will determine the system components (number and type of applications server(s), database server(s), and load balancing hardware, etcetera) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirement change.
- 4.1.b **System Hardware.** Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Licensee's facilities
- 4.1.c **Additional Software and Middleware.** Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

- 4.1.d **Configuration.** Initial configuration including OS installation, database installation, patching the operating system and database, and installing and configuring all Middleware. Creation and configuration of Production and optional Sandbox environments and Production and optional Sandbox database. Upon delivery and installation, a final configuration for setting proper site specific information. Ongoing configuration of additional module add-ons or changes to Licensee infrastructure that require changes to the System configuration.
- 4.1.e **Application Updates.** Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.
- 4.1.f **Test and Training Environment.** In addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Sandbox") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.
- 4.1.g **Backup.** Company shall create and maintain a backup plan whereby Licensee Content is backed up to a Company owned remote data center located at 4321 109<sup>th</sup> Avenue NE, Blaine, MN ("Remote Data Center"), subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of off-site archival in the case of disaster recovery.
- 4.1.h **Disaster Recovery.** Company shall maintain backup servers and data communications connections to such servers in the Remote Data Center and maintain backups of Licensee Content (defined below) on such backup servers such that Company shall be

capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.

#### **4.2 Additional Services**

4.2.a **Network Analysis and Documentation.** Prior to the installation of the Infinite Campus Products and System Hardware, a Network Analysis and resulting Documentation of the analysis is required. The resulting Documentation is the defined supported environment, identifying all network components, including firewalls, proxy servers, routers, switches, etcetera. This can be provided by the Licensee, accomplished with Licensee resources or can be provided by Company for an additional fee.

4.2.b **Installation.** Company will ship System Hardware, preconfigured, to a location determined by Licensee. For an additional fee, Company can perform the installation of the System Hardware in the Licensee data center.

#### **4.3 Excluded Services**

- (a) Support of Client Desktops
- (b) Support or diagnosis of Local Area Network connectivity
- (c) Local Area Network device configuration such as proxy servers

#### **5.0 Availability of Services**

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

#### **5.1 Downtime**

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

#### **5.2 Advance Notice**

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

#### **6.0 Security**

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System Hardware or the Remote Data Center, including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and all Licensee Content; and

- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

## **7.0 Access to System**

In order to provide Included Services, Licensee will provide the following access, restricted to Company's and/or Company's authorized service provider's Class C IP address range:

- (a) MS Remote Desktop Access on port 3389
- (b) http access on port 80
- (c) https access on port 443
- (d) Campus administration (backups and updates) on port 4329 out from all Company provided servers.

## **8.0 Change Management**

For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the products or product release levels used in the Service Resources and in implementing Application Patches and Upgrades (collectively "Change Events"). Those Change Management Procedures will in all cases provide for the following:

- (a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) written notice of application changes and modifications to screens or code;
- (c) pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) coordination of the implementation of the Change Event with the Licensee.

## **9.0 Hardware Failure**

In the event of hardware failure Company will correct the failure through one of the following, at the sole discretion of the Company:

### **9.1 Replace entire unit**

Upon notice of the hardware failure, company will immediately begin the process of shipping a replacement unit. Typical replacement time is 24 hours, and in no event will be greater than 72 hours.

### **9.2 Onsite Service**

When appropriate, onsite service from a certified hardware technician, with a service level of next business day.

### **9.3 Field replaceable**

When appropriate, shipment of field replaceable components or parts to Licensee for replacement of failed redundant component, such as power supply or hard drive in RAID array.

## **10.0 Proprietary Rights**

### **10.1 Licensee Content**

Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages,

metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

#### **10.2 Grant of Use**

In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company's performance or enforcement of this Agreement.

#### **10.3 Alterations**

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.

#### **10.4 Ownership of Licensee Content**

Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) business days of any termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products and thereafter expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

#### **11.0 Assurance of Licensee**

Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

#### **12.0 Hold Harmless Provisions**

In addition to the indemnification provisions contained in the End User Agreement, Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

### 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, In-District Hosting Services - SIS	7/1/2019	6	42,671	Recurring	\$0.75	\$32,003.25
<b>Year 1 Pro-rated Total:</b>						<b>\$32,003.25</b>

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2019	42,671	Recurring	\$8.00	\$259,028.00
Messenger with Voice Tiered License Fee (1 - 10,000 Students)	7/1/2019	10,000	Recurring	\$0.60	\$6,000.00
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	2,671	Recurring	\$0.18	\$480.78
Messenger Remote Dial-In Setup Fee	7/1/2019	1	One Time-PAID	Flat	\$0.00
Infinite Campus Services, In-District Hosting Services - SIS	7/1/2019	42,671	Recurring	\$1.50	\$64,008.50
Infinite Campus Services, Software Support - SIS	7/1/2019	42,671	Recurring	\$1.20	\$51,205.20
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	2,671	Recurring	\$0.09	\$240.39
Infinite Campus Services, Software Support - Infinite Campus University Training	7/1/2019	42,671	Recurring	Max.	\$16,000.00
Data Health Check	7/1/2019	42,671	Recurring	Max.	\$10,000.00
Multi Language Editor Tool	7/1/2019	1	Recurring	Flat	\$1,500.00
Data Change Tracker-3 Years	7/1/2019	42,671	Recurring	Flat	\$7,500.00
Escrow Fee	7/1/2019	1	Recurring	Flat	\$500.00
Custom Reports, Foster Focus Extracts	7/1/2019	1	Recurring	Flat	\$325.00
Online Registration Prime - Ramp Up Pricing	7/1/2019	42,671	One Time	Flat	\$31,500.00
Online Registration Prime - Final Annual Recurring Pricing	7/1/2020	42,671	Recurring	Max.	\$37,500.00
2019 Total					\$471,693.57
Annual Recurring Total (Starting 7/1/20)					\$477,693.57

Sacramento City Unified School District

By: *Elliot Lopez*  
 Name: Elliot Lopez (Nov 28, 2018)  
 Title: Chief Information Officer  
 Date: Nov 28, 2018

Infinite Campus  
 NW 6022  
 PO Box 1450  
 Minneapolis MN 55485-1450  
 (651) 631-0000 Ext. 0000

Invoice	ANNUAL027464
Date	7/1/2019
Page	1

**Bill To:**

Sacramento City Unified School District  
 Attn: Accounts Payable  
 5735 47th Avenue  
 Sacramento CA 95824

**Ship To:**

Sacramento City Unified School District  
 Attn: Accounts Payable  
 5735 47th Avenue  
 Sacramento CA 95824

Purchase Order No.		Customer ID	Salesperson ID	Payment Terms		
-		SACRAMEN001	EMAIL INVOICES	Net 30		
Ordered	Shipped	Item Number	Description	Unit Price	Ext. Price	
42,506	42,506	0027	License: SIS (7/19-6/20)	\$6.00	\$255,036.00	
42,506	42,506	0029	License: Messenger (7/19-6/20)	\$0.59	\$25,078.54	
42,506	42,506	0052	Support: SIS (7/19-6/20)	\$1.20	\$51,007.20	
42,506	42,506	0054	Support: Messenger (7/19-6/20)	\$0.18	\$7,651.08	
1	1	0002	Application Hosting: SIS Server (7/19-6/20)	\$65,000.00	\$65,000.00	
1	1	0005	Data Change Tracker (7/19-6/20)	\$7,500.00	\$7,500.00	
1	1	0086	ICU Subscription (7/19-6/20)	\$15,000.00	\$15,000.00	
1	1	0087	Data Health Check (7/19-6/20)	\$10,000.00	\$10,000.00	
1	1	125	Online Registration Prime: (7/19-6/20)	\$31,500.00	\$31,500.00	
1	1	115	Multi Language Editor Tool (7/19-6/20)	\$1,500.00	\$1,500.00	
1	1	0061	Escrow (7/19-6/20)	\$500.00	\$500.00	
1.00	1.00	100	Custom Reports Annual Fee: Foster Focus Extracts-Case 367594 (7/19-6/20)	\$325.00	\$325.00	
1.00	1.00	0055	Credit Memo - 2208	(\$5,000.00)	(\$5,000.00)	
1.00	1.00	0055	Credit Memo - 2209	(\$25,753.25)	(\$25,753.25)	

Credit Memo 2208 of \$5,000 and Credit Memo 2209 of \$25,753.25 applied to invoice. - This invoice replaces invoice ANNUAL026745

Subtotal	\$439,344.57
Tax	\$0.00
Total	\$439,344.57