



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

**Meeting Date:** October 6, 2016

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Notices of Completion – Facilities Projects

<p><b>Estimated Time of Presentation:</b> N/A</p> <p><b>Submitted by:</b> Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist</p> <p><b>Approved by:</b> José L. Banda, Superintendent</p>
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**GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>COLLEGE &amp; CAREER READINESS</u></b>		
A17-00033 California Department of Education	7/1/16 – 6/30/18: Grants for California Partnership Academies at C.K. McClatchy, Hiram Johnson, John F. Kennedy, and Luther Burbank High Schools. The California Partnership Academies are focused on smaller learning communities with a career theme. Academies serve students in grades 10-12 and are structured as schools-within-a-school. Academies incorporate integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers, and active business and post-secondary partnerships.	
	C.K. McClatchy: Law & Public Services Academy	\$74,700
	Hiram Johnson: Law/Criminal Justice Academy	\$74,700
	Health & Medical Sciences Academy	\$74,700
	Corporate Business Academy	\$74,700
	John F. Kennedy: Criminal Justice and Community Service Academy	\$74,700
	Luther Burbank: Law and Social Justice Academy	\$74,700
		Total: \$448,200 No Match

**INTEGRATED SUPPORT SERVICES**

A17-00031 The California Endowment	9/15/16 – 9/14/17: Expanding Health and Mental Health Services Grant. Funds will be used to improve health outcomes for youth by connecting students with accessible health care and mental health supports within the district through the Connect Center.	\$75,000 No Match
A17-00032 Kaiser Permanente	7/1/16 –6/30/17: Northern California Community Benefit Programs Division Grant to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Funds will be used to support the Connect Center, a central youth and family resource center for the community; and to support bullying prevention at our schools. The Connect Center will provide social, emotional, health coverage resources and support to SCUSD students, families and staff by responding to approximately 350 requests for services, as well as ongoing training to district employees, parents and families on issues affecting student health and wellness. Funds will also be used to provide bullying prevention training, technical assistance, and support to staff, students and families.	\$50,000 No Match

**SPECIAL EDUCATION**

A17-00034 California Department of Education	7/1/16 – 9/30/18: Grant for Special Education Preschool Program Staff Development. Funding for training days and associated costs, including registration, substitute staff, materials, and presenter fees.	\$2,578 No Match
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**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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**TECHNOLOGY SERVICES**

SA17-00197 Follett School Solutions	8/26/16 – 8/25/17: Upgrade from obsolete versions of software to Follett Destiny Library Manager. The system will be used to manage and provide access to library materials, and to track and manage the district’s collection of textbooks.	\$182,762 General Funds
SA17-00229 Curriculum Associates	10/7/16 – 10/6/17: i-Ready student diagnostic math and reading software licenses. Includes on-site professional development, Get Started, and Leadership Best Practices.	\$151,393 General Funds

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

<u>Contractor</u>	<u>Project</u>	<u>Completion Date</u>
Seward L. Schreder Construction	Installation of Two-Story Modular Classroom Building at William Land Elementary School	August 26, 2016
Seward L. Schreder Construction	Shade Structure at Elder Creek Children’s Center	September 1, 2016
Seward L. Schreder Construction	Modular Classroom Refurbishment (CSR) and Two-Story Modular Classroom Deconstruction and Refurbishment	September 19, 2016
Seward L. Schreder Construction	Installation of 19 CSR Modular Classroom Buildings at Eight School Sites & Interim Housing Site Work/Relocation of Portables at Theodore Judah Elementary School	September 19, 2016
Clark & Sullivan Construction	Roof Replacement at Eight School Sites & Modernization Work at Bowling Green Academies	September 19, 2016
Roebbelen Contracting	HVAC & Roof Replacement at California Middle School	September 19, 2016
Roebbelen Contracting	Miscellaneous Projects at Luther Burbank High School	September 19, 2016
McCarthy Building Companies	Window Replacement at Six School Sites	September 19, 2016

Valley Precision Grading	Miscellaneous Paving Projects at Freeport & Ethel I. Baker Elementary Schools	September 19, 2016
Landmark Construction	Roof Replacement at John Still Middle School	September 19, 2016
Landmark Construction	Boiler Replacement & Campus Renovations (Phase I) at Kit Carson Middle School	September 19, 2016
Landmark Construction	HVAC & Roof Replacement at Kit Carson Middle School	September 19, 2016
Landmark Construction	Abatement/Demolition at Washington Elementary School	September 19, 2016
Landmark Construction	S.T.E.A.M. Academy Renovation at Washington Elementary School	September 19, 2016
Home Tech Remodeling	Window System Replacement at New Joseph Bonnheim Charter School	September 19, 2016
Olympic Land Construction	Playfield Renovations at Mark Hopkins Elementary School	September 19, 2016
Western Engineering	Parking Lot Paving at Leataata Floyd Elementary School	September 19, 2016
Western Engineering	AC Paving Repairs at Susan B. Anthony Elementary School	September 19, 2016
A.M. Stephens Construction	AC Paving/Concrete Replacement at Ethel Phillips Elementary School	September 19, 2016
California Pavement Maintenance	AC Paving Replacement at Oak Ridge Elementary School	September 19, 2016
Z Squared Construction	Cement Plaster Repairs at Sacramento Charter High School	September 19, 2016
Studebaker Brown Electric	Upgrade of Fire Alarm System at Woodbine Elementary School	September 19, 2016
BRCO Constructors	AC Paving Replacement at Woodbine Elementary School	September 19, 2016
AMS.Net	E-Rate 18 Network Equipment Upgrade at 25 Sites	September 19, 2016

**Amendment F**  
**Destiny® Resource Management™ Agreement**  
 Quote # 958792-3  
 Customer # 0453214  
 August 26, 2016

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Sacramento City Unified School District ("you") in Sacramento, CA dated September 17, 2007 (the "Agreement") is effective August 26, 2016. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until September 23, 2016.

**Modifications to the Agreement**

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

<i>Solution Summary</i>	
<b><i>The total dollar amount included in this Amendment is</i></b>	<b>\$182,761.91</b>
<b><i>Products Added to Follett Destiny Solution Agreement</i></b>	
<b><i>Follett Hosted Service Year One</i></b>	
<b><i>Migrate Existing Database(s) to Follett Hosted Service</i></b>	\$799.00
<ul style="list-style-type: none"> <li>▪ <b>Migration of your existing data to the Follett Hosted Service.</b> <ul style="list-style-type: none"> <li>○ Migration of one (1) Destiny database(s) for twenty-seven (27) license(s) of Library Manager to the Follett Hosted Service.</li> <li>○ Migration of one (1) Destiny database(s) for twenty-three (23) license(s) of Textbook Manager to the Follett Hosted Service.</li> </ul> </li> </ul>	
<b><i>Migration to the Follett Hosted Service includes:</i></b>	
<ul style="list-style-type: none"> <li>▪ <b>Project Management:</b> coordination of tasks and timeline to migrate from customer-hosted servers to Follett-hosted servers.</li> <li>▪ <b>Implementation:</b> migration of the Destiny database from customer-hosted servers to Follett-hosted servers.</li> <li>▪ <b>Technical Training:</b> brief technical training on the Follett Hosted Service.</li> <li>▪ <b>Server maintenance and support</b></li> </ul>	
Additional information regarding the migration service, and additional terms associated with the Follett Hosted Service, are contained in this document.	
Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.	

### **Follett Hosted Service Year One**

▪ <b>Destiny Library Manager™ Hosted Service for year one for twenty-seven (27) location(s)</b>	\$23,088.91
○ Alliance Plus	
○ Universal Search	
○ One Search	
○ TitlePeek	
○ Online documentation and Help	
○ Note: Library Manager is designed specifically as a Library management tool	
▪ <b>Destiny Textbook Manager™ Hosted Service for year one for twenty-three (23) location(s)</b>	\$0.00
○ Online access to over 800,000 textbook title records	
○ Online documentation and Help	
○ Note: Textbook Manager is designed specifically as a tool for District/School textbook management	

### **Follett Hosted Service Additional Products or Services**

#### **Legacy Promotion**

▪ <b>Destiny Library Manager™ for thirty-nine (39) location(s)</b>	\$38,961.00
○ Alliance Plus	
○ Universal Search	
○ One Search	
○ TitlePeek	
○ Online documentation and Help	
○ Note: Library Manager is designed specifically as a Library management tool	
▪ <b>Destiny Library Manager™ for one (1) location(s)</b>	\$2,039.00
○ Alliance Plus	
○ Universal Search	
○ One Search	
○ TitlePeek	
○ Online documentation and Help	
○ Note: Library Manager is designed specifically as a Library management tool	

#### **PN291 – Upgrade to Textbook & Resource Manager Bundle Promo**

▪ <b>Upgrade to Destiny Textbook Manager™ and Destiny Resource Manager™ Bundle Package for twenty-three (23) location(s)</b>	\$18,377.00
○ Online documentation and Help	
○ Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.	
○ <b>District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package.</b>	

#### **Resource Manager Promo**

▪ <b>Destiny Resource Manager™ for fifty-three (53) location(s)</b>	\$99,497.00
○ Online documentation and Help	
○ Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.	
▪ <b>Server maintenance and support</b>	

## **Implementation Services**

\* See Training Services within SOW for all training requirements

- **Resource Manager Project Management:** includes a central point of contact during the implementation of the Follett Hosted Service and On-site Planning meeting
- **Resource Manager System Setup:** consists of remote initial setup of district and schools, and initial data load.
- **Resource Manager Technical Administrative Training:** consists of remote brief technical training for the Follett Hosted Service. For the most optimal learning experience, we recommend no more than twelve (12) participants.
- **Resource Manager - District Essentials Webinar:** This instructor-led, web-based training focuses on teaching district staff the essential district-level capabilities of Resource Manager. (Maximum: 12 participants).
  - **Understanding Roles and Assigning Permissions:** Ideally scheduled prior to the District Essentials webinar, the Roles and Permissions webinar explains the user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software. (Maximum: 12 participants).
- **Resource Manager - Site Essentials On-Site Training – 1 Day:** On-site, 1 day training covers the basics users need to begin using Resource Manager. Users take a look at how they do their job and then apply that in the software. Toolkits, available before, during, and after training, consist of lesson plans, quick reference guides, and videos. A maximum of twenty (20) participants can attend.

**Data conversion and data enhancement services costs are not included.**

**All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.**

**All pricing is listed in United States dollars.**

**Payment terms are Net 30 days after delivery.**

**To the extent allowable by law, this Amendment is strictly confidential.**

**It is the customer's responsibility to provide written verification of the Follett Hosted Service Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).**

<b><i>Annual Licensing and Maintenance Costs After Year One* (starts in Year Two)</i></b>	
<b>Follett Hosted Service</b>	
<ul style="list-style-type: none"> <li>○ <b>Destiny Library Manager for sixty-seven (67) location(s)</b> <ul style="list-style-type: none"> <li>○ Alliance Plus</li> <li>○ Universal Search</li> <li>○ One Search</li> <li>○ TitlePeek</li> <li>○ Online documentation and Help</li> </ul> </li> </ul>	\$47,644.55
<ul style="list-style-type: none"> <li>▪ <b>Upgrade to Destiny Textbook and Resource Manager Bundle Package for twenty-three (23) location(s)</b> <ul style="list-style-type: none"> <li>○ Online documentation and Help</li> <li>○ Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.</li> <li>○ <b><i>District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package.</i></b></li> <li>○ <b><i>Your Annual Renewal will be reduced at the time of the existing Textbook Manager renewal date.</i></b></li> </ul> </li> </ul>	\$14,032.53
<ul style="list-style-type: none"> <li>▪ <b>Destiny Resource Manager for fifty- three (53) location(s)</b> <ul style="list-style-type: none"> <li>○ Online documentation and Help</li> <li>○ Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management</li> </ul> </li> </ul>	\$32,335.83
<ul style="list-style-type: none"> <li>▪ <b>District Technical Support includes:</b> <ul style="list-style-type: none"> <li>○ <b>Toll-free telephone technical support for designated Customer contacts</b></li> <li>○ <b>24/7 customer Web Portal, with searchable online knowledge base</b></li> <li>○ <b>Unlimited email support</b></li> <li>○ <b>Training toolkits (lesson plans, quick reference guides, and videos)</b></li> <li>○ <b>Product updates</b></li> </ul> </li> </ul>	
<b>This new pricing will be reflected in your next annual renewal fee.</b>	
<b><i>Total Annual Licensing and Maintenance Costs:</i></b>	<b><i>\$94,012.91</i></b>

\*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to continue to receive access to the Follett Hosted Service. Otherwise Follett reserves the right to turn off the Services.



### ***Migration Services***

Migration services support moving your Destiny database(s) to the Follett Hosted Service, and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Follett hosted environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Follett hosted product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

There are some services that Follett will not perform for your district:

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.

### **Digital Resource Limit**

Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of \$5.00 per GB annually.

### ***Student Interoperability Framework (SIF)***

Follett Destiny Solution is a SIF-certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono ([www.kimonocloud.com](http://www.kimonocloud.com)).

Based on discussions with your district, your implementation is scheduled to be completed no later than **September 23, 2016**. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

Training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If training is not completed within 90 days of the signed AOD, Follett is not obligated to complete the training, but may do so depending upon the circumstances. If your district elects to receive training at a later date, you may be charged up to current market prices. Customers are not permitted to videotape or record in any way Follett delivered services or training events.

**By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.**

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

**Follett School Solutions, Inc.**

**Sacramento City Unified School District**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: 1340 Ridgeview Drive  
McHenry, IL 60050  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

1. An authorized representative of your District needs to **sign above**.
2. Please fax **ALL PAGES** (with the exception of the Acknowledgement of Delivery, if attached) of the signed amendment and your **Purchase Order** as instructed on the cover letter.
3. Please include with your fax the **name and mailing address** of the person to whom Follett should return a copy of the fully executed amendment if needed.

## **Addendum No. 01 to Technology Services Agreement for Education Code Section 49073.1 Compliance**

This Addendum No. 1 ("Addendum") is entered into between Sacramento Unified School District ("LEA") and Follett School Solutions ("Service Provider") on 10/06/2016. ("Effective Date")

**WHEREAS**, the LEA and the Service Provider entered into an agreement titled Destiny Resource Management Agreement ("Technology Services Agreement") on September 17, 2007 and any addenda on 10/06/2016.

**WHEREAS**, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: hosted Follett Destiny library resource management system ("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. Users at LEA will sign on with single sign on designated by LEA.
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.

**IN WITNESS WHEREOF**, parties execute this Addendum on the dates set forth below.

\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer  
Sacramento City Unified School Dist.

\_\_\_\_\_  
[Service Provider Representative]

\_\_\_\_\_  
[DATE]

\_\_\_\_\_  
[DATE]



P.O. Box 2001 • N. Billerica, MA 01862-0901  
 Phone: 800-225-0248 • Fax: 800-366-1158  
 Email: [orders@cainc.com](mailto:orders@cainc.com)

## Price Quote

Quote Date: 9/8/2016 • Valid for 30 Days  
 Quote ID: 102005.6

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total (min: \$12.99)  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

### Prepared For

Iris Taylor  
 Sacramento City Unif Sch Dist  
 5735 47th Ave  
 Sacramento, CA 95824  
 916-399-2058  
 i-taylor@scusd.edu

### CA Sales Representative

Lori Ogden  
 916-397-1285  
 logden@cainc.com  
 Created by: LORI OGDEN  
 Modified by: JOHN SIPE

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
RS13086.0	i-Ready Diagnostic Math Per Student License 1 Year	19673	\$6.00	\$4.80	\$94,430.40
RS13088.0	i-Ready Diagnostic Reading Per Student License 1 Year	19673	\$6.00	\$0.00	\$0.00
RS16937.0	i-Ready Prof Dev Onsite Basic Package: New User Central Get Started & Leadership Best Practices + Site-Based Understanding Data	21	\$2,500.00	\$0.00	\$0.00
RS16937.0	i-Ready Prof Dev Onsite Basic Package: New User Central Get Started & Leadership Best Practices + Site-Based Understanding Data	21	\$2,500.00	\$2,500.00	\$52,500.00
RS14634.0	i-READY DATA PROVISIONING	1	\$0.00	\$0.00	\$0.00
RS16921.0	i-Ready Standards Mastery Math	1	\$0.00	\$0.00	\$0.00
RS16922.0	i-Ready Standards Mastery Reading	1	\$0.00	\$0.00	\$0.00

### Special Notes

iReady Diagnostic Assessment pilot + PD at 42 sites.  
 Please see Special Notes for i-Ready Standards Mastery.

<b>Merchandise Total</b>	\$146,930.40
<b>Voucher/Credit</b>	\$0.00
<b>Estimated Tax</b>	\$4,462.50
<b>Estimated shipping to US 95824:</b>	\$0.00
<b>Merchandise Savings</b>	\$194,145.60
<b>Total</b>	\$151,392.90