



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

**Meeting Date:** June 7, 2018

**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:** None

**Financial Considerations:** See attached.

**LCAP Goal(s):** College, Career & Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students, Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer  
Jessica Sulli, Contract Specialist

**Approved by:** Jorge A. Aguilar, Superintendent

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

Contractor

New Grant

Amount

### **CAREER TECHNICAL EDUCATION**

California Department of Education A18-00096	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$1,290,709 No Match
<p>7/1/17 – 6/30/19: Career Technical Education Incentive Grant. The purpose of the Career Technical Education Incentive Grant (CTEIG) is to encourage the development of new career technical education (CTE) programs and enhance and maintain current CTE programs during implementation of the school district and charter school local control funding formula (LCFF) pursuant to California Education Code Section 42238.02. Similar to the federal Carl D. Perkins funds which are used to purchase state-of-the-art equipment, software, and professional development services, CTEIG dollars may also be used to fund capital improvement projects for CTE programs. In collaboration with core academic instruction, District CTE programs help to ensure college, career, and life-readiness for our graduates, and strengthens the connections with our post-secondary education and industry partners.</p>		

### **CONTINUOUS IMPROVEMENT & ACCOUNTABILITY OFFICE**

College Futures Foundation A18-00095	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15,000 No Match
<p>4/1/18 – 9/30/18: Research Practices Forum grant will support a convening of District and higher education partners to kick-off the creation of a long-term partnership that would align researchers and practitioners such that:</p> <ul style="list-style-type: none"> <li>a) Partners will understand District focal areas</li> <li>b) District will develop research collaborations focused on opportunities to inform practices at the district and its feeder higher education campuses that would ensure more District students navigate K-12 successfully and graduate high school with the maximum options for higher education.</li> </ul>		

## **EXPENDITURE AND OTHER AGREEMENTS**

Contractor

Description

Amount

### **FACILITIES SUPPORT SERVICES**

AT&T R18-06741	<p>9/1/2015 – 8/31/2018: FOCUS Contract # 2101516 – Cooperative Purchasing Agreement between AT&amp;T Corp., Inc. and Merced County Fast Open Contracts Utilization Services Schedule (FOCUS). Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts are awarded by FOCUS based on quality, proven performance, and pricing. As a government entity, the district is able to piggyback on this agreement and purchase directly from AT&amp;T Corp., Inc. under the same terms, conditions and pricing. The district will purchase digital audio, cameras, monitors, cabling and production switches and components. This contract allows for up to two 1-year extensions.</p>	\$459,484.05 Building Funds
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Wallace Kuhl & Associates SA18-00581	6/7/18 – Completion of Services: Materials testing and special inspection services for the Transportation Facility & Warehouse Renovation Project.	\$93,360 Measure Q Funds
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### **STUDENT HEARING & PLACEMENT**

Accelerate Education SA19-00024	7/21/18 – 7/21/19: Online learning curriculum and enrolled user licenses for high school credit recovery courses. 1500 seats will be available for high school students who are participating in credit recovery coursework while working towards graduation. This program targets at-risk students in danger of not completing coursework for high school graduation.	\$270,600 General Funds
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### **STUDENT SUPPORT & HEALTH SERVICES**

Maxim Healthcare Services, Inc. SA18-00130	7/1/17 – 6/30/18: First increase to contract for supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973.	Original Amount: \$105,000  First Increase: \$445,000  New Contract Amount: \$550,000 Medi-Cal Billing Option Funds
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### **TRANSPORTATION SERVICES**

Synovia, LLC	7/01/2018 – 6/1/2021: NJPA Contract # 022217-SSL – Cooperative Purchasing Agreement between Synovia Solutions, LLC and National Joint Powers Alliance (NJPA). Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts are awarded by NJPA based on quality, proven performance, and pricing. As a member of NJPA, the district is able to piggyback on this agreement and purchase directly from Synovia Solutions, LLC under the same terms, conditions and pricing. The district will purchase fleet and asset tracking solutions, including GPS/AVL technology, hours of services, vehicle inspections, and electronic logging device capabilities. The estimated lease cost using this piggyback contract is \$150,000.00 per year with a 5-year term.	Pursuant to Public Contract Code § 20118
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### **YOUTH DEVELOPMENT**

Sacramento Chinese Community Service Center SA18-00505	6/18/18 – 7/26/18: Provide expanded learning summer programming at the following sites: Sequoia, Nicholas, Pacific, Peter Burnett, and David Lubin Elementary Schools; Kit Carson, Albert Einstein, Will C. Wood, Fern Bacon, and California Middle Schools; Hiram Johnson, West Campus, John F. Kennedy, C.K. McClatchy, and Rosemont High Schools.	\$469,338 21 <sup>st</sup> Century Learning Communities, After School Education & Safety and General Funds
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Target Excellence  
SA18-00506

6/18/18 – 7/26/18: Provide expanded learning summer programming at the following sites: Elder Creek and Oak Ridge Elementary Schools and Rosa Parks K-8 School.

\$134,102  
After School  
Education & Safety  
and General  
Funds

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No:** 0510-422 C.K. McClatchy Tennis Court Overlay  
**Bids received:** May 29, 2018  
**Recommendation:** Award to Sierra National Construction, Inc. for \$139,700  
**Funding Source:** Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
B & M Builders, Inc.	Rancho Cordova, CA	\$263,478
Biondi Paving, Inc.	Sacramento, CA	\$180,950
DRYCO Construction, Inc.	Fremont, CA	\$176,240
Sierra Asphalt, Inc.	Rancho Cordova, CA	\$180,400
Sierra National Construction, Inc.	Carmichael, CA	\$139,700
Western Engineering Contractors, Inc.	Loomis, CA	\$199,650

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Project:** Lease-Leaseback Agreement for Hiram Johnson Field Improvements  
**Recommendation:** Approve construction contract with A.M. Stephens Construction  
**Amount/Funding:** \$6,186,221; Measure Q Funds

**Project:** Lease-Leaseback Agreement for Golden Empire Roof & Asphalt Replacement  
**Recommendation:** Reject bid, one bid received and is over budget  
**Amount/Funding:** Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
BRCO Constructors, Inc.	Sacramento, CA	\$2,457,834

**Project:** Lease-Leaseback Agreement for Ethel Phillips & Woodbine Restrooms  
**Recommendation:** Award to The Boldt Company  
**Amount/Funding:** \$1,592,461; Measure Q Funds

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

### **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>
Landmark Construction	C.K. McClatchy Field Improvements	December 1, 2017
Landmark Construction	Kit Carson Core Academic Renovation	February 1, 2018
Sierra Valley Construction	H.W. Harkness Outdoor Learning Space	May 11, 2018

APR 19 2018

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> José Banda, Superintendent Sacramento City Unified 5735 47th Avenue Sacramento, CA 95824-4528				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				17	25368	6743	00
<b>Attention</b> José Banda				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Office of the Superintendent				<b>Resource Code</b>		<b>Revenue Object Code</b>	34
<b>Telephone</b> 916-643-9000				6387		8590	<b>INDEX</b>
<b>Name of Grant Program</b> Career Technical Education Incentive Grant							0615
<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>	
	\$1,290,709.00	0	\$1,290,709.00	0	July 1, 2017	June 30, 2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>	
N/A	N/A	N/A				N/A	
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.</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;">Sarah Chambers, Staff Service Analyst          Career Technical Education Leadership and Instructional Support Office          California Department of Education          1430 N Street, 4202          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Bryan Baker				Education Programs Consultant			
<b>E-mail Address</b>					<b>Telephone</b>		
bbaker@cde.ca.gov					916-319-9224		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					April 12, 2018		
<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>		
							



April 20, 2018

Mr. Gerardo Castillo  
Chief Business Officer  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

Grant Request #: 18-02960

Dear Mr. Castillo:

The Board of Directors of College Futures Foundation is pleased to inform Sacramento City Unified School District that it has approved a grant of \$15,000 to support the Research Practices Forum. The grant period will be April 1, 2018 through September 30, 2018.

This grant is subject to the terms outlined in the enclosed Grant Agreement (the "Agreement") and attachments. After you have reviewed these documents, please have an authorized signatory of Sacramento City Unified School District, such as the President, Chair, or a staff person to whom this power has been delegated countersign the Grant Agreement by **April 27, 2018**.

The Program Officer for this grant is Maureen Carew. For any questions, please email [mcarew@collegefutures.org](mailto:mcarew@collegefutures.org).

We are pleased to support this important work and look forward to working with you during the course of the grant.

Sincerely,

DocuSigned by:

Handwritten signature of Jacqueline Khor in black ink.

9A74297426F4426  
Jacqueline Khor

Vice President for Programs

## GRANT AGREEMENT

This grant from College Futures Foundation (the "Foundation") to Sacramento City Unified School District ("Grantee") is to be used only for the purposes described below and is subject to Grantee acceptance of the conditions specified below. The grant period will be April 1, 2018 through September 30, 2018.

### PURPOSE OF THE GRANT

Grantee will partner with Sacramento Region Community Foundation to support Sacramento City Unified School District (SCUSD) convening with its higher education and community partners to launch a partnership that will develop a research and collaboration plan around improving college readiness and success for their shared students.

### OUTCOMES AND MILESTONES

Grantee is required to refer to outcomes and milestones in grant reports to the Foundation.

Outcome 1. This grant will support a convening of SCUSD and higher education partners to kick-off the creation of a long-term partnership that would align researchers and practitioners such that:

- a) Partners will understand SCUSD focal areas.
- b) SCUSD will develop research collaborations focused on opportunities to inform practices at the district and its feeder higher education campuses that would ensure more SCUSD students navigate K-12 successfully and graduate high school with the maximize options for higher education.

Milestone 1. SCUSD will convene 200 partners supporting SCUSD students.

Milestone 2. SCUSD will develop follow-up plan for implementation of collaboration.

### PAYMENT SCHEDULE

Scheduled Payment Date	Amount
05/11/2018	\$15,000
<b>Payments Total</b>	<b>\$15,000</b>

The first payment is pending receipt of an executed grant agreement. The Foundation reserves the right to adjust this payment schedule upon 15 days written notice to Grantee.

### I. REPORTING

#### NARRATIVE AND FINANCIAL REPORTING:

Date Due	Report Type
10/31/2018	Final Narrative and Financial Report

All financial reports must account for the use of the Foundation's grant funds against the agreed upon budget (Attachment A). Grantee is required to submit narrative and financial reports through the Foundation's online grantee portal

The Foundation reporting requirements and instructions are available online at <http://collegefutures.org/our-grantees/for-grantees/grant-reporting/>. The Foundation may amend its reporting requirements from time to time. Such changes will be reflected online at the aforementioned address. Grantee is responsible for checking the Foundation's website for current requirements at the time a report is submitted and when data is collected. Data must be



disaggregated by gender, race and gender and race combined for all Foundation grant-funded work where any student outcomes data is being collected or analyzed.

Failure to submit any required report before the deadline or failure to use the grant funds for the purpose described in this agreement could result in delay or cancellation of remaining payments of this grant, or may make Grantee ineligible for future grants from the Foundation.

## **II. EXPENDITURE OF GRANT FUNDS**

This grant (together with any income earned upon investment of grant funds) is for the purpose outlined in this agreement and may not be expended for any other purpose without the Foundation's prior written approval. Grantee must submit a written request in advance if it wishes to change the purpose, terms, or allocation of grant funds, or to extend the spending deadline.

**FINANCIAL RECORDS:** Grantee shall treat the grant funds (together with any income earned upon investment of grant funds) as restricted assets and shall maintain books to show the grant funds separately.

**COMPLIANCE WITH CODE SECTION 501(c)(3):** Grantee may not expend any grant funds in a manner inconsistent with Code Section 501(c)(3), including influencing the outcome of any specific election for candidates to public office, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur. Grantee shall not use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations.

**LOBBYING:** This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive activity, and the Foundation and Grantee have made no agreement, oral or written, to that effect. Any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of the Foundation. By signing the grant agreement, Grantee hereby affirms that the project's budget, submitted as part of the grant proposal, accurately reflects Grantee's present intentions regarding anticipated levels of lobbying and non-lobbying expenditures for the project.

**FURTHER RESTRICTIONS:** No part of the funds provided by the Foundation's grant may be used to pay for any compensation or benefits of College Futures Foundation staff or board members. For the term of this grant, please monitor [collegefutures.org/about](http://collegefutures.org/about) for listings of staff and board relative to the use of funds restriction. Children or other close relatives of Grantee program employees or board members may not be considered for scholarships, stipends or payments from funds provided by the Foundation's grant under any circumstances, even if the related employee or board member is not part of the selection process. They remain ineligible for one year after the related individual terminates his/her employment or board service for the grantee program.

## **III. DISCRETION AND CONTROL**

With respect to any sub-grantee(s) or contractor(s) that are entities, Grantee will retain complete discretion and control over, and shall act completely independently of the Foundation with respect to, their selection; The Foundation and Grantee acknowledge that the Foundation has not earmarked grant funds to any such sub-grantee or contractor, and there is no agreement, written or oral, by which the Foundation may cause Grantee to choose any such sub-grantee or contractor.

With respect to any sub-grantee(s) or contractor(s) that are individuals, Grantee shall control the process of their selection and the parties acknowledge and agree that the project shall be undertaken under Grantee's supervision.

#### **IV. NO ASSIGNMENT OR DELEGATION**

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this grant without prior written approval from the Foundation.

#### **V. ANTI-DISCRIMINATION**

Grantee program must not discriminate on the basis of race, religion, or any other legally protected classification. Programs may *target* students in racial, ethnic or other demographic groups with high financial need and/or low college-going rates, and award scholarships to students in targeted groups.

#### **VI. RECORDS**

Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall be required to maintain complete and accurate financial records with respect to this grant, along with any other information reasonably requested by the Foundation and copies of any reports submitted to the Foundation, for at least three years following the year in which all grant funds are fully expended.

#### **VII. ACCESS TO RECORDS**

Grantee will permit the Foundation and its representatives, at the Foundation's request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

#### **VIII. TAX-EXEMPT STATUS**

Grantee represents and warrants that it is one of the following: (a) a nonprofit organization currently recognized by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code") and a public charity under section 509(a)(1), (2), or (3) of the Code; (b) a governmental unit referred to in Section 170(c)(1) of the Code; or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code, and is not a private foundation.

Grantee represents and warrants that if it is a public charity under Code Section 509(a)(3), that it is a Type I supporting organization, and that no disqualified person to the Foundation controls Grantee or any of Grantee's supported organizations.

Grantee represents that it is unaware of any issue or fact likely to result in any changes to the Grantee's tax-exempt status under Sections 501(c)(3) or public charity status. Grantee shall provide the Foundation with immediate written notification of any changes in its tax-exempt or public charity status.

Grantee represents that it has a Board of Directors or other elected or appointed governing body that represents the public interest and has ultimate responsibility to oversee Grantee's financial transactions and programmatic activities.

#### **IX. COMPLIANCE WITH LAW**

The Foundation and Grantee agree to abide by all applicable Federal, State, and local laws, rules, regulations, and ordinances in the performance of this agreement.

**X. WARRANTY AND INDEMINIFICATION**

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Foundation, its officers, directors, employees, or agents.

Grantee represents and warrants that it has complied, and will remain in compliance, with all laws, statutes and regulations relating to privacy and data security to the extent they apply to Grantee, including (but not limited to) the Family Educational Records and Privacy Act (FERPA), the California Financial Information Privacy Act, and the Gramm-Leach-Bliley Act, including any requirements under those acts to obtain necessary consents for information transfer. Grantee agrees to indemnify the Foundation and its officers, employees, and agents against all costs, expenses (including reasonable attorneys' fees), losses, liabilities, damages, and settlements (collectively, "damages") arising out of or in connection with any claim or suit to the extent such damages arise from or are based on an allegation which, if true, would constitute a breach of this representation and warranty.

**XI. LIMITATION OF LIABILITY**

In no event shall either party be liable to the other party for any incidental, special, or consequential damages, including loss of income, profits, revenue or business interruption, or cost of substitute services, or other economic loss, whether or not such party has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, warranty, tort (including negligence and strict liability) or otherwise.

**XII. USE OF NAME**

Grantee shall submit in advance to the Foundation via email to Regan Douglass, Communications Officer, at [rdouglass@collegefutures.org](mailto:rdouglass@collegefutures.org), for review and revision at the sole discretion of the Foundation, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Foundation may include information on the grant in its periodic public reports, its website, and other Foundation communications describing its programs and grants. Neither party shall otherwise use the name, trade name, trademark or other designation of the other party or its affiliates without the prior written permission of the other party.

**XIII. PUBLICATIONS OR LICENSES**

Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. In furtherance of the Foundation's charitable purposes, Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

**XIV. REQUIRED NOTIFICATION**

Grantee is required to provide the Foundation with immediate written notification of: (1) its inability to expend the grant for the purposes described in this agreement; or (2) any expenditure from this grant made for any purpose other than those described in this agreement.

Grantee will also notify the Foundation in writing immediately of: any anticipated or actual changes in Grantee's leadership, regardless of title; any key personnel identified either in the Proposal or this Agreement; and any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that the Foundation in its sole

discretion may cancel any remaining payments of the grant or require repayment of any unspent funds held by Grantee based on any changes in: Grantee's leadership, regardless of title; key personnel identified either in the Proposal or this Agreement; or any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement that are individuals.

#### **XV. REMEDIES**

If the Foundation determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of the agreement, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation upon demand shall receive the return of all grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to the Foundation.

#### **XVI. GENERAL**

The agreement and all matters arising out of or relating to them shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal action or proceeding relating to the agreement shall be brought exclusively in the state or federal courts located in the Northern District of California. Grantee and the Foundation hereby agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding. The failure of the Foundation to exercise any of its rights under the agreement shall not be deemed to be a waiver of such rights. Except as expressly set forth in the agreement, the exercise of any remedy will be without prejudice to other remedies available. In the event any provision of the agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Nothing in the agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Nothing in the agreement, or any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation to make any other grant or contribution to Grantee or any other person. The agreement (which term includes all documents incorporated by reference thereto) shall constitute the complete and exclusive agreement between the parties concerning its subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of the agreement.

## ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions are hereby accepted and agreed to as of the date specified.

College Futures Foundation:

By:  9A74297426F4426...  
Jacqueline Khor  
Vice President for Programs

Date: 4/21/2018

### Accepted on behalf of Sacramento City Unified School District by:

 FE60FB75586B4E2...  
*Authorized signature*

Date: 4/22/2018

Gerardo Castillo  
*Name*

CBO  
*Title*



## Attachment A

### Budget

EXPENSE CATEGORY	AMOUNT
Housing Subsidy for Out of Town Participants (One Night Stay), 20 rooms	\$3,000
Materials/consumables (e.g. research articles, powerpoints, note pads, pins, folders)	\$3,000
Keynote Speaker Travel expenses	\$1,000
Incidentals	\$1,000
Follow-up event in Fall 2018	\$7,000
<b>TOTAL PROJECT EXPENSES:</b>	<b>\$15,000</b>



AT&T Network Integration Services  
Statement of Work Addendum

FOCUS MA 2005081

ECATS 20031031-0532

PCS 20080507-162

AT&T Network Integration Tracking ID: GBS273585

UUID: MA6499 Date: 05212018

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
SACRAMENTO COUNTY GOVERNMENT 3	AT&T	Mike McLaughlin
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
901 G Street Sacramento, CA 95814 Ed Goldthorpe 916 874 6759 <a href="mailto:goldthorpeE@sacda.org">goldthorpeE@sacda.org</a>	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : <a href="mailto:mast@att.com">mast@att.com</a>	<a href="mailto:mm0565@att.com">mm0565@att.com</a> 650 780 1134 5001 Executive Parkway San Ramon, CA 94583 Manager: Trent Redden 214 364 7632
CUSTOMER Contact		AT&T NI Contact Information
901 G Street Sacramento, CA 95814 Ed Goldthorpe 916 874 6759 <a href="mailto:goldthorpeE@sacda.org">goldthorpeE@sacda.org</a>		Name: Shawn Ameli Engagement Manager Email: <a href="mailto:ma6499@att.com">ma6499@att.com</a>
CUSTOMER Billing Address		
901 G Street Sacramento, CA 95814 Ed Goldthorpe 916 874 6759 <a href="mailto:goldthorpeE@sacda.org">goldthorpeE@sacda.org</a>		

This Statement of Work ("SOW") is an attachment to the contract identified below:

☒ (1) The AT&T Master Agreement with Customer ("Focus agreement")

The AT&T Network Integration Services provided under this SOW shall be governed by the Terms and Conditions of the Focus agreement. To the extent any terms set forth in this SOW conflict with those of the Focus agreement, the terms of this SOW shall prevail with respect to the AT&T Network Integration Services provided hereunder.

This SOW is effective, and incorporated in and made part of the Focus agreement on the latter of the dates when signed by both the Customer and AT&T ("Effective Date").

**AGREED:**

**SACRAMENTO COUNTY GOVERNMENT 3**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED:**

**AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

UUID: MA6499



## EXHIBIT 1: STATEMENT OF WORK

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### 1. Introduction

This Statement of Work ("SOW") is attached to the Attachment and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are SBC Global Services, Inc. dba AT&T Global Services on behalf of its affiliate AT&T Corp. ("AT&T" or "Supplier") and SACRAMENTO COUNTY GOVERNMENT 3 ("Customer" or "Client"). Services not specifically provided for hereunder are outside the scope of this SOW. AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW, if this SOW is not signed by Customer and AT&T by June 1, 2018.

#### 1.1 Purchase Orders - Focus

Customer or its Affiliate, as authorized in the applicable Agreement, may issue Purchase Orders to place an Order based on a Quote provided by AT&T hereunder. The following must be completed by Customer and added to the Purchase Order for Customer to utilize Focus Contract and AT&T to accept the Purchase Order or other Order form:

- (a) forward a copy of the Purchase Order to the Merced County Department of Community and Economic Development (via U.S. mail, fax, or email).
- (b) The Purchase Order must reference the contract number "Focus Contract 2015156" and clearly state what products are being purchased and must be on the product and price list.
- (c) PO must be addressed to AT&T Datacomm, Address: P.O. Box 5014, Carol Stream, IL 60197-5014

### 2. Scope of Work

As part of an ongoing project to update an existing video communications environment AT&T will provide services for pre-existing non-standard audio/video equipment and other video-communications components in a custom project environment for Customer. This project involves a custom video deployment to include integration with high-definition content delivery peripherals in the Boardroom and adjacent divide/combine rooms. This project will include the arrangement and wiring of interconnected equipment and termination of customized audio/video connectors. The solution will support the Sacramento City USD Boardroom Modernization Project ("Project") by providing:

- Installation Services for the Sacramento City USD Boardroom Modernization Project Phase one
- Warranty Services

Any existing equipment will be decommissioned in accordance with customer requirements. New equipment will be installed in high-visibility production environment on dedicated video network and integrated with existing monitoring and management tools to fulfill the comprehensive maintenance and support requirements.

All reprogramming will be completed by certified personnel. All required cabling will be provided. All required COI's are on file with customer.

Specific personnel requests have already been assigned as these environments require existing knowledge and expertise of customer environment and onsite contacts. Dress code and personal conduct will be in strict accordance with the Sacramento City Unified School District.

The complete solution will provide the infrastructure for Sacramento City USD to meet the needs of the personnel in the facility, provide the resiliency that is expected as well as provide a best in class system that perform as needed.

Concentration of work will be in the Serna Center, the large divide/combine rooms along with the Boardroom Dias.

#### 2.1 Project Management. In support of the Services provided to Sacramento City USD, AT&T will:

- (d) Assign a designated Project Manager ("PM") to interface directly with the Sacramento City USD's Primary Point of Contact and serve as the primary interface to Sacramento City USD organization.
- (e) Conduct a formal project kick-off meeting and review the contract and associated Services.
- (f) Provide a Project Timeline draft for Sacramento City USD's review. Sacramento City USD and AT&T will mutually agree to the Project Timeline.
- (g) Participate and provide status and project planning meetings, as mutually agreed. The audience for such status meetings may be either the AT&T personnel, third party vendors or Sacramento City USD's determined team members.
- (h) Develop, manage and track project schedules and all Change Control events.
- (i) Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues lists as needed.
- (j) Coordinate scheduling with Sacramento City USD.

**2.2 Design Engineering.** Supplier shall provide all Services in the U.S for the Sacramento City USD Boardroom Modernization Project. In the event Customer requires AT&T to provide Services outside the U.S., the terms and conditions of the governing Agreement shall be amended in writing by the Parties.





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### 2.3 Project Timeline Dates and Service Hours

- a. Start Date: Six (6) calendar weeks after Effective Date of SoW
- b. End Date: Ten (10) Weeks after Effective Date of SoW
- c. Supplier shall provide Services between 7:30 AM and 4:30 PM Pacific Time.

### 2.4 Project Term

This SOW shall have a Term of Three to Four Weeks ("Term").

### 2.5 Project Site

The work shall be performed

**Sacramento City Unified School District**  
**5735 47<sup>th</sup> Avenue**  
**Sacramento, CA 95824**  
**916-643-7400**

### 2.6 Supplier Services and Deliverables:

Following is a detailed description of the services and deliverables to be provided by Supplier in each phase. Deliverables and services to be provided by Supplier in a timely manner.

### 2.7 Supplier Services, Scope of Installation Services:

The Scope of the modernization addition is to provide a "State of the Art" fully functioning, fully integrated modern equipment that will provide easy to use interfaces and provide a full range of functionality. Core components are Audio Video Infrastructure and switching, touch display control, and versatility for multiple parties to share and utilize the system as individual rooms or combined and made part of the Boardroom Modernization Project. This scope is intended for the first Phase of the Modernization project.

Installation will be done in several stages; cabling, video equipment housing installation, equipment installation, testing, room orientation, clean-up and sign off.

## Phase I

### 2.8 Video Methodology

Five (5) new 3CMOS 1080i/720p commercial cameras will be mounted close to the current locations of the legacy cameras. To facilitate a seamless experience for the viewer, two 20x zoom cameras will be placed at the rear of the room. The remaining camera positions will be replaced with the same model. These cameras will send video via HD-SDI back to the control room.

A Tricaster 8000 will be installed to function as an all-in-one studio package. Elements provided by this production switcher include seamless switching, compositing, and HD ISO recording. This will replace multiple existing legacy components of the current system. The production switcher will receive camera video feeds directly from each camera via HD-SDI. Cameras will pass through HD-SDI preview monitors with individual waveform monitors. The production switcher will receive selected presentation inputs from the presentation switcher.

Parts of the existing standard definition system will remain including elements of the existing standard definition DVD Recording system. The existing standard definition system will ensure compatibility with remaining standard definition broadcast systems and provide redundancy to the new digital recording system.

The production room will house three (3) new 60" displays for use as reinforcement monitors for the production system. These displays will mirror the production interface in use by the operator as well as provide a full-size confidence monitor for the live production feed.

### 2.9 Audio Methodology

The broadcast system will terminate to existing balanced inputs and outputs of the existing audio system

### 2.10 Control Methodology

The existing presentation control system will remain unchanged. Elements of control specific to the production system will be replaced and updated. The Tricaster 8000 will utilize a proprietary control surface and associated control methods common to broadcast systems for preview, transition switching, compositing, and shot selection. The existing camera joystick will be replaced by said control surface. Cameras will be controlled directly by the Tricaster 8000 production system allowing for a fluid production workflow.



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### 2.11 Installation Schedule

The following estimated schedule was used in creating this SOW.

Installation: Three (3) weeks from effective date of SOW

Maintenance: To commence on project completion date

### 2.12 Deliverables

Deliverable	Description
Installation	Installation of all necessary components for Sacramento City USD Boardroom Modernization Project, Programming, Engineering for Phase One
Maintenance/Warranty	Warranty Service w/ Help Desk 8:00AM-8:00PM EST Includes Three Months for Board Meeting Monitoring and three (3) System health on-site inspections

### 3.0 Project Service Hours

The Services provided hereunder shall be performed Monday through Friday, 8:00 a.m. to 4:30 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours"), unless otherwise noted herein.

#### AT&T Designated Holiday

#### Date Observed

New Year's Day	January 1
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

### 3.1 Engagement Contacts

**Sacramento City Unified School District**  
**5735 47<sup>th</sup> Avenue**  
**Sacramento, CA 95824**  
**916-643-7400**

**Alain Contreras**  
**Alain-contreras@scusd.edu**  
**916-264-4075 EXT 1104**

### 4.0 Engagement Assumptions

The assumptions below were used by AT&T to scope this engagement based on information provided to it by Sacramento City USD. If any of these assumptions prove to be invalid, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

Working hours for this engagement will be normal business hours (Monday to Friday, 7:30 AM to 4:30 PM Pacific Time, excluding holidays), with the exception of any work that would interfere with Sacramento City USD business or operations. AT&T assumes that there will not be any special conditions or restrictions that would affect a productive workday.

All work will be performed on consecutive workdays unless otherwise agreed upon in the project plan.

Sacramento City USD personnel and other vendors will be cooperative and forthcoming with information.

All items listed in the Customer Responsibilities section of the SOW are met, delivered, or provided (as appropriate) in a timely manner.



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### 4.1 Supplier Project Management

In support of the Services, Supplier shall assign a project manager to work with the client for the implementation of the provided components. The project manager will be the primary point of contact for installation issues / questions and communicate directly with the client's primary contact for coordination of resources.

### 4.2 Planning/Coordination

Conduct meeting(s), teleconference(s), and interview(s), as required, to engineer, equipment, furnish, install and test the equipment. Review all planning, requirements, resources, schedule, and customer responsibilities. Coordinate the organization of customer and contractor personnel for implementation of project.

### 4.3 Unpack/ Inventory Equipment

Receive all equipment, unpack, sort and inventory the equipment, including factory installed cards, and associated equipment (i.e. - interconnect cables, modules, etc.). It is the customer's responsibility to provide a location to safely store and secure all hardware and related materials. Verify receipt of all equipment and related materials. Load equipment palettes at storage location. Transport palettes to final installation location. Unpack and conduct inventory of equipment and related material palettes. Move equipment and related material into customer's room. Reconcile shipper, vendor, and customer shipping, receiving, and physical inventory documents.

### 4.4 Position Equipment

Physically place cables, system console(s), monitors, etc., in their engineered positions. Mount all equipment in equipment racks per engineering drawings.

### 4.5 Power up Equipment

After a physical inspection of all installed components and options, apply temporary power to equipment and verify initial operation.

### 4.6 Video Testing

Test all functionality and capabilities of the video codec and related equipment, including camera, monitors and other video peripherals.

### 4.7 Audio Testing

Verify proper operation of all audio equipment including microphones, speakers, etc.

### 4.8 System Testing

Verify proper interaction between system components, including proper operation of video routers and audio switchers as appropriate.

### 4.9 System Installation

At the designated customer locations, unpack, inventory and store equipment and related materials for installation and configuration of the system and supporting infrastructure. Physically locate and configure the equipment, including cabinets and peripheral equipment (i.e., monitors, speakers, etc.). Also included in this task is the connecting of supporting utilities and the diagnostic testing of the system.

### 4.10 Initial System Testing

Power-up all equipment and verify operation as designed. This task includes testing of all video, audio, and data network and control system functions.

### 4.11 Orientation

On the same day as the installation of any equipment / software by IDS, IDS will provide equipment orientation for the client. This orientation is designed for 2 – 3 people and will last about 45 minutes. The orientation will cover the basic operation of the equipment and will explain the role and basic functionality of each part of the solution including choosing sources, , video displays, peripheral devices, and monitors, and control basic functionality for the most used system functions. Basic menu structure and navigation will also be covered in the End-User session. This session will also cover frequently asked questions and any questions the customer has.

## 5.0 Customer Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Sacramento City USD assigned roles and responsibilities must be fulfilled effectively. Sacramento City USD is responsible for the following:

- (a) Providing existing plans, schematic drawings, equipment list, program source code and other information required for this SOW.



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- (b) Assign a Single Point of Contact ("SPOC") as the primary interface for the Project Manager to work with during the Project.
- (c) Coordinate appropriate personnel for conference calls, interviews or to provide information as reasonably requested and applicable by AT&T.
- (d) Participate in meetings and arrange for other relevant business unit personnel be reasonably available for such meetings.
- (e) Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.
- (f) Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- (g) Provide AT&T with reasonable access to the Sacramento City USD Site during Normal Business Hours, as needed.

**6.0 Schedule of Charges**

Description	Fee
Equipment	\$317,051.54
Installation	\$93,180.50
Maintenance	\$49,252.50
<b>TOTAL</b>	<b>\$459,484.54</b>

**6.1 Pricing Notes**

- a) Defined Scope. Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- b) Invoicing. AT&T will order the Purchased Equipment listed in Appendix A ("Purchased Equipment List") upon execution of this SOW. AT&T will invoice for equipment upon shipping. AT&T will invoice the Service Fees upon completion as defined herein.
- c) Includes Three months of on-site coverage of Board meetings and 3 full on-site equipment audits (one per month)



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<i>Description</i>	<i>Qty</i>	<i>List Price</i>	<i>Extended List Price</i>	<i>Discount</i>	<i>Disc. Price</i>	<i>Extended Price</i>
20x 3CCD Camera	5	\$ 9,960.00	\$ 49,800.00	11%	\$ 8,864.40	\$ 44,322.00
Thin profile camera shelf	5	\$ 250.00	\$ 1,250.00	11%	\$ 222.50	\$ 1,112.50
Sharp LC 60EQ10U - 60" - Aquos Q LED TV - 4K	3	\$ 1,500.00	\$ 4,500.00	11%	\$ 1,335.00	\$ 4,005.00
90"LCD TV 1920x1080 350 cd/m2, built in USB Media player	6	\$ 7,495.00	\$ 44,970.00	11%	\$ 6,670.55	\$ 40,023.30
Micro-Adjust Tilt Wall Mount, Large	3	\$ 320.00	\$ 960.00	11%	\$ 284.80	\$ 854.40
Wireless Audio System Access Point Transceiver	1	\$ 4,260.00	\$ 4,260.00	11%	\$ 3,791.40	\$ 3,791.40
Gooseneck Microphone Wireless Base Transmitter	12	\$ 725.00	\$ 8,700.00	11%	\$ 645.25	\$ 7,743.00
15" Gooseneck Microphone	12	\$ 226.00	\$ 2,712.00	11%	\$ 201.14	\$ 2,413.68
Wireless Audio System Access Point Transceiver	1	\$ 4,260.00	\$ 4,260.00	11%	\$ 3,791.40	\$ 3,791.40
Handheld Wireless Microphone Transmitter	2	\$ 645.00	\$ 1,290.00	11%	\$ 574.05	\$ 1,148.10
Bodypack Transmitter with Omni Mic	2	\$ 558.00	\$ 1,116.00	11%	\$ 496.62	\$ 993.24
Cardiod-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mnt, LED Ind.	2	\$ 261.00	\$ 522.00	11%	\$ 232.29	\$ 464.58
Ceiling Mount for Display	6	\$ 499.00	\$ 2,994.00	11%	\$ 444.11	\$ 2,664.66
Display Ceiling 8" Mounting Plate and Adjustable Column- Black	6	\$ 195.00	\$ 1,170.00	11%	\$ 173.55	\$ 1,041.30
36IN FIXED PIPE	6	\$ 71.00	\$ 426.00	11%	\$ 63.19	\$ 379.14
Universal Suspended Ceiling Projector Mount Kit	1	\$ 424.00	\$ 424.00	11%	\$ 377.36	\$ 377.36
Micro-Adjust Tilt Wall Mount, Large	3	\$ 320.00	\$ 960.00	11%	\$ 284.80	\$ 854.40
160" Diagonal 16:9 High Gain Flush Ceiling Mounted Projection Screen	1	\$ 5,775.00	\$ 5,775.00	11%	\$ 5,139.75	\$ 5,139.75
HP PRODISPLAY P222VA - LED Monitor - 215"	23	\$ 119.00	\$ 2,737.00	11%	\$ 105.91	\$ 2,435.93
60"x20" No lock. Dimensions are 60"x30"x29" Media Stand	6	\$ 2,444.00	\$ 14,664.00	11%	\$ 2,175.16	\$ 13,050.96
3" casters, two locking and two standard per Media Stand, set of 4	6	\$ 52.00	\$ 312.00	11%	\$ 46.28	\$ 277.68
10.1" Touch Screen, Black Smooth	4	\$ 2,400.00	\$ 9,600.00	11%	\$ 2,136.00	\$ 8,544.00
Tabletop Kit for TSW-1060	2	\$ 250.00	\$ 500.00	11%	\$ 222.50	\$ 445.00
7" Touch Screen, Black Smooth	5	\$ 1,400.00	\$ 7,000.00	11%	\$ 1,246.00	\$ 6,230.00
Portable Conference Unit with Touch Screen	1	\$ 1,825.00	\$ 1,825.00	11%	\$ 1,624.25	\$ 1,624.25
Delegate Conference Unit, portable	8	\$ 1,100.00	\$ 8,800.00	11%	\$ 979.00	\$ 7,832.00
Gooseneck Microphone, 50 cm long, black w/XLR plug and light ring	9	\$ 264.00	\$ 2,376.00	11%	\$ 234.96	\$ 2,114.64
Conference Management for Microphone System V6.0	1	\$ 2,578.00	\$ 2,578.00	11%	\$ 2,294.42	\$ 2,294.42
5,000 Lumens, WUXGA Resolution (1,920 x 1,200), 1DLP Laser Projector	1	\$ 7,999.00	\$ 7,999.00	11%	\$ 7,119.11	\$ 7,119.11
60" Class (60.1" diagonal) Commercial LCD TV	3	\$ 1,500.00	\$ 4,500.00	13%	\$ 1,305.00	\$ 3,915.00
CEN-SWPOE-16 16-Port Managed PoE Switch	1	\$ 2,650.00	\$ 2,650.00	13%	\$ 2,305.50	\$ 2,305.50
8x3 HD-SDI, Component, Composite Production Switcher w/ Control Surface	1	\$ 45,971.25	\$ 45,971.25	13%	\$ 39,994.99	\$ 39,994.99
Design Smartscope Duo 4K	3	\$ 1,295.00	\$ 3,885.00	13%	\$ 1,126.65	\$ 3,379.95
1-to-2 HDMI® Distribution Amplifier & Audio Converter	1	\$ 550.00	\$ 550.00	13%	\$ 478.50	\$ 478.50
DSP server with up to 48 channels of I/O - A/VB	1	\$ 5,425.00	\$ 5,425.00	13%	\$ 4,719.75	\$ 4,719.75
Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	8	\$ 698.00	\$ 5,584.00	13%	\$ 607.26	\$ 4,858.08



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Tesira 4 channel mic/line output card	2	\$ 298.00	\$ 596.00	13%	\$ 259.26	\$ 518.52
2 Line POTS telephone interface card	1	\$ 598.00	\$ 598.00	13%	\$ 520.26	\$ 520.26
Dante Interface Code	1	\$ 1,200.00	\$ 1,200.00	13%	\$ 1,044.00	\$ 1,044.00
HD KVM over IP - Transmitter Package	2	\$ 579.00	\$ 1,158.00	13%	\$ 503.73	\$ 1,007.46
HD KVM over IP - Receiver Package	26	\$ 449.00	\$ 11,674.00	13%	\$ 390.63	\$ 10,156.38
BlackMagic Design Smartscope Duo 4K	1	\$ 995.00	\$ 995.00	13%	\$ 865.65	\$ 865.65
3-Series Control Card - 3 Com Ports	1	\$ 700.00	\$ 700.00	13%	\$ 609.00	\$ 609.00
8 Channel Amplifier, 150W/Channel, 4/8Ohm or 70V	1	\$ 4,000.00	\$ 4,000.00	13%	\$ 3,480.00	\$ 3,480.00
16x16 DigitalMedia™ Switcher	1	\$ 8,600.00	\$ 8,600.00	13%	\$ 7,482.00	\$ 7,482.00
DigitalMedia 8G+ Receiver & Scaler	8	\$ 1,800.00	\$ 14,400.00	13%	\$ 1,566.00	\$ 12,528.00
Wall Plate DigitalMedia 8G+? Transmitter 200 Black Textured Finish	6	\$ 1,400.00	\$ 8,400.00	13%	\$ 1,218.00	\$ 7,308.00
VGA + HDMI Transmitter 4k	1	\$ 2,000.00	\$ 2,000.00	13%	\$ 1,740.00	\$ 1,740.00
One In - Four Output HDMI DA	1	\$ 990.00	\$ 990.00	13%	\$ 861.30	\$ 861.30
HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	12	\$ 1,100.00	\$ 13,200.00	13%	\$ 957.00	\$ 11,484.00
2-Channel HDBaseT? Certified 4K DigitalMedia 8G+? Output Card for DM? Switchers	4	\$ 1,700.00	\$ 6,800.00	13%	\$ 1,479.00	\$ 5,916.00
4K HDMI? Input Card for DM? Switchers	4	\$ 800.00	\$ 3,200.00	13%	\$ 696.00	\$ 2,784.00
2-Channel 4K Scaling HDMI Output Card for DM Switchers	2	\$ 1,800.00	\$ 3,600.00	13%	\$ 1,566.00	\$ 3,132.00
HD Distribution Amplifier 4K	1	\$ 500.00	\$ 500.00	13%	\$ 435.00	\$ 435.00
3-Series Control System	1	\$ 5,300.00	\$ 5,300.00	13%	\$ 4,611.00	\$ 4,611.00
Miscellaneous Cables and Connectors	1	\$ 9,000.00	\$ 9,000.00	13%	\$ 7,830.00	\$ 7,830.00
					Total	\$317,051.54

Description	Qty	Price	Discounted Price
Project Management	36	\$150.00	\$5,400.00
Installation and Engineering	340	\$150.00	\$51,000.00
Programming	116	\$165.00	\$19,140.00
Senior Consultant for Video Solutions, Training Tricaster	16	\$165.00	\$2,640.00
Video Technician III	96	\$125.00	\$12,000.00
Project Management	20	\$150.00	\$3,000.00
		Total	\$93,180.00

Description	Qty	Price	Discounted Price
GOLD Warranty Service for One Year, Including:	1	\$54,725.00	\$49,252.50
Equipment Warranty & Advance Parts Replacement			
Software Updates and Upgrades			
Help Desk Support (8AM-8PM EST, M-F)			
IDCares Time and Materials On-Site Service			
Includes Warranty for <del>Vbrick</del>			
Includes Warranty for <del>Tricaster</del>			
		Total	\$49,252.50





## APPENDIX C: MAINTENANCE AND SUPPORT OVERVIEW

**AT&T Video Support Desk**  
**5:00AM - 5:00PM PST M-F**  
**(877) 774-3526**  
[support@e-idsolutions.com](mailto:support@e-idsolutions.com)  
(317) 770-3528 FAX

### Warranty, Maintenance, and Support Options

AT&T provides several Service Plans to meet your specific needs: Silver, Gold, Gold-Plus. The service level definitions are summarized below.

We are proposing the following level of service which includes advanced parts replacement, software updates/upgrades, and video help desk:

- Platinum – 1 Year, AT&T Advanced Warranty, Software Maintenance, Help Desk

### Service Plan Definitions

- **Silver:** Advanced Warranty, Software Maintenance, Help Desk
- **Gold:** Advanced Warranty, Software Maintenance, Help Desk, On-site
- **Gold-Plus:** Advanced Warranty, SW software maintenance, On-site, remote monitoring

Plan	Warranty	Software Maintenance		Support		
	AT&T/IDS ADV	Updates	Upgrades	Help Desk	On-site	Remote Monitoring
Silver	X	X	X	X		Optional
Gold	X	X	X	X	X	
Gold-Plus	X	X	X	X	X	X

Each level builds upon the previous level.

- The Gold plan includes the same support features as the Silver plan and adds on-site support.
- The Gold-Plus plan includes the same support features as the Gold plan and adds remote monitoring.

These plan offerings are composed of three unique components: Warranty, Software Maintenance, and Support. These three components that make up each plan are explained in more detail below.

### Warranty

Warranty provides parts and replacement coverage for hardware equipment.

- **Advanced** – Equipment replacement or refurbishment and parts are covered by AT&T. Advanced warranty coverage provides unlimited parts for repair of the failed equipment and permanent wiring installed by AT&T. If AT&T determines that the failed equipment cannot be repaired at the equipment location, AT&T will advance ship equipment to replace the failed component. It will be the customer's responsibility to return the failed component to AT&T or a location designated by AT&T.

The replacement product may be from repair stock inventory. Failed equipment requiring parts that are no longer available may be substituted with a reasonable alternative or terminated from the agreement on a pro rate basis. The typical turnaround for parts replacement will vary from 24-72 hours.

Manufacturer warranty period for video communications equipment is 30 days upon receipt of equipment after which the proposed maintenance plan typically commences; however, AT&T will make best effort to begin services only at project completion to "co-term" all covered equipment and provide the best value to the customer.



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### **Software Maintenance**

Software maintenance covers the software on your eligible equipment. While manufacturers regularly update software for their equipment these updates/upgrades are usually not included with your purchase. Software maintenance coverage allows you to obtain updates and upgrades as they are released. AT&T will provide remote installation guidance to ensure your video software stays current.

- **Updates** – Minor software *updates* are generally limited to defect fixes and software patches deemed necessary by the manufacturer for proper operation.
- **Upgrades** – Major software *upgrades* typically provide new functionality, standards, and features. These are provisioned to the existing product SKU number as they become available from the associated manufacturer.

### **Support**

Your support plan provides technical assistance after the initial installation of equipment by AT&T. There are three (3) levels of support available:

1. **Helpdesk** – Customer will have access to the AT&T Tech line (877-774-3526 or 317-770-3526) during normal business hours 5:00AM to 5:00PM PST, Monday through Friday, excluding holidays. The help desk will provide telephone based assistance for information requests on features, functions, equipment operation, trouble ticket issuance and coordination, and remote testing and trouble resolution with the on-site customer contact. AT&T will also provide 2nd tier engineering support and coordinate with the manufacturers technical support organizations. Response goal is to be online with customer working on problem resolutions in fifteen (15) minutes or less.

As part of the **Gold-Plus support plan only**, customer will have access to technical support on nights and weekends via a paging service by leaving a voicemail on the helpdesk line. Response goal for communications with customer during nights and weekends is one (1) hour. If customer provides notice of weekend events, AT&T can provide direct line access to the technician on call to minimize response time.

Alternatively, the customer may contact the help desk electronically to ask questions or seek support. This contact can be made via e-mail at [support@e-idsolutions.com](mailto:support@e-idsolutions.com). This mailbox is managed by the Helpdesk staff with a target response time of two (2) hours.

2. **On-site Support** – On-site service includes help desk support. At the sole discretion of AT&T, a technician may be dispatched at no cost to the Customer to assess and correct the situation. This is determined after all reasonable remote troubleshooting has occurred. AT&T will make a best effort to have a technician available the next business day after determination that on-site service is required to correct a service issue. Our service level objective is to have a technician on-site within 48 business hours. This will be coordinated with the delivery of replacement parts.
3. **Proactive monitoring** – AT&T will coordinate with the customer to ensure tools are in place to facilitate proactive video endpoint, video infrastructure, and/or network monitoring:

#### **Proactive remote endpoint monitoring:**

- AT&T will proactively monitor the VTC endpoints 24/7/365 in real time via SNMP to ensure maximum uptime and security of the system.
- AT&T will identify and begin to correct problems before end users attempt to use the VTC endpoints and will immediately notify the customer via email when VTC endpoints become disabled or inoperative.
- If problems or issues cannot be diagnosed and/or resolved remotely, AT&T will work with the local site contacts to complete local testing and dispatch an AT&T technician on-site per contract guidelines.
- Should an endpoint fail, AT&T will initiate the RMA-Advanced parts replacement and coordinate on-site replacement/repair to include any necessary testing and reconfiguration.
- AT&T will maintain the systems and software via the appropriate VTC management system.

#### **Proactive remote infrastructure monitoring:**

- AT&T will proactively monitor the video network and infrastructure 24/7/365 in real time via SNMP to ensure maximum uptime and security of the system.
- AT&T will identify and begin working to correct problems before end users attempt to use the video network and/or infrastructure capabilities and will immediately notify the customer via email when infrastructure devices become disabled or inoperative.





## AT&T Network Integration Services Statement of Work Addendum

- If problems or issues cannot be diagnosed and/or resolved remotely, AT&T will work with the local site contacts to complete local testing and dispatch an AT&T technician on-site per contract guidelines.
- Should equipment fail, AT&T will initiate the RMA-Advanced parts replacement and coordinate on-site replacement/repair to include any necessary testing and reconfiguration.
- Should the video network experience problems, AT&T will coordinate with the Customer network team to identify and solve any issues.
- AT&T will maintain an on-site NTP server to be used by the VTC endpoints, infrastructure, and intermediate video network devices.
- AT&T will maintain an on-site mail server to be utilized by the VTC infrastructure.
- AT&T will maintain both on-site and redundant backups of the VTC configuration database.
- AT&T will, at all times, actively communicate with the customer staff when performing remote access operations during normal business hours.

### Miscellaneous Items

#### **On-Site Time and Material**

On-site service is available to customers on a Time and Material (T&M) basis. AT&T will work with you to schedule a maintenance technician as soon as possible. The AT&T preferred hourly wage rates will prevail with a four hour minimum and the customer will be responsible for all travel costs. During normal business hours (8am to 5pm PST, Monday through Friday) the current AT&T preferred hourly rate is \$125.00 per hour. The rate for weekends will be at time and one half. Holiday support will be at double time.

#### **Troubleshooting**

Trouble shooting due-diligence will be performed remotely from the Helpdesk prior to requesting Customer authorization to dispatch an engineer to the site to perform service (if your maintenance plan includes this service). This effort is to correct the fault as quickly as possible, and re-establish the Customer's service. Customer will be required to provide a local onsite resource to participate in the remote due-diligence diagnostic process. Customer will be required to provide remote access, i.e., IP connectivity over the internet, to video equipment in support of diagnostics and testing.

#### **Remote Testing Location**

AT&T will provide access to test systems for remote testing of your video conferencing unit. These test access systems are available via an ISDN network or via IP over the internet.

#### **Equipment Usage Support**

AT&T will provide phone based technical assistance for operation of equipment covered under this contract.

#### **Exceptions – This agreement does not cover:**

- A. Repairs or service required as a result of misuse, abuse, unauthorized modifications, or acts of God.
- B. Consumable accessories including lamps, batteries, and cables.
- C. Changes to programming.
- D. Failures or damage resulting from Customer/contractor movement of equipment or reconfiguration of components.
- E. Deterioration of usage sensitive components.
- F. Images burned on CRT's or Plasma Panels.
- G. Service to equipment or changes to configurations provided by a vendor other than AT&T or other non-trained personnel.

#### **Commencement of Coverage (New Equipment):**

Coverage of this agreement will commence on the date of system/equipment acceptance or the date for which it is put into actual service/system use with automatic renewal of service contract prior to expiration of the existing agreement unless cancelled in writing by the Customer; or 30 days after the scheduled equipment delivery date, whichever occurs first.

#### **Commencement of Coverage (Existing Equipment):**

Coverage of this agreement will commence on the day following current maintenance expiration as detailed in the existing maintenance agreement.

#### **Customer Responsibilities**

The following are responsibilities of the customer and must be followed in order to keep a support contract valid:

1. Customer will seek assistance from the AT&T Helpdesk and reference their customer project code number.



**AT&T Network Integration Services  
Statement of Work Addendum**

2. The Customer should have available information on the specific customer site, building and room name/location, and information on the failed components. The component information should include the type of component, manufacturer, model number, and serial numbers from the Customer acceptance documents.
3. The Customer will provide an on-site contact to assist in diagnostics and troubleshooting. This individual will be identified and contact information provided to the AT&T Helpdesk. The individual will coordinate room availability during normal business hours specified above and provide remote site support with the equipment, serving as both "eyes and hands" for the remote engineers.
4. The Customer will assure AT&T that remote IP access or remote dial access will be available for troubleshooting and diagnostics. It is critical to track and note key network changes and notify AT&T Helpdesk to update our databases.
5. Upon completion of remote testing and diagnostics, the customer may be required to remove the equipment and prepare the equipment for shipment to AT&T or a designated repair facility. If this is the case, the Helpdesk will issue a shipping designation for the equipment. The designation will be in the form of a repair authorization to be including on the shipping label. The authorization will be similar to the following alpha/numeric sequence CREP0400XXX.

The primary shipping location for AT&T maintenance services:

REPAIR CREP0400XX (Authorization information)  
Suite 400  
14701 Cumberland Road  
Noblesville, IN 46060

Contact Phone Number: (317) 770-3526

The actual shipping process will vary depending on the type of component being shipped. At a minimum, the Customer process will include onsite handling of the equipment, packaging of the electronic components in compliance with the shippers packing requirements, palletizing or crating larger items for commercial carrier pick-up, acquisition of proper insurance on the component and payment of the handling, packing and shipping costs to AT&T. The Customer will then notify the AT&T Helpdesk of the selected carrier, bill of lading information, and associated tracking information.

6. Upon completion of the repairs and return shipment to the Customer's location, the Customer will be responsible for installation of the component or they will authorize AT&T to dispatch a technician to perform the re-installation under the T&M charging guidelines outlined above. *Under the Gold-Plus level only, Customer may request components be installed by an AT&T technician at no additional cost.*
7. Failure by the Customer to return the defective unit within fourteen (14) calendar days will result in AT&T invoicing for the advanced replacement unit at the current MSRP.

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## **SERVICES AGREEMENT**

**Date:** June 1, 2018 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Wallace Kuhl & Associates (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"):

Provide materials testing and special inspection services during construction of new structures and pavements at the SCUSD Transportation Facility. Scope of work includes special inspection and testing of earthwork, foundations, reinforced concrete, post-installed anchors, masonry and structural steel as scheduled by the Project Inspector as well as preparation and transmittal of findings and test results.

### **ARTICLE 2. TERM.**

This Agreement shall commence on June 1, 2018, and continue through completion of services, 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.

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### **ARTICLE 3. PAYMENT.**

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

Fee Rate: Fees per attached Schedule of Fees apply and District will be billed only for work actually performed. District shall not pay travel and other expenses. Total fee shall not exceed Ninety Thousand, Three Hundred and Sixty Dollars (\$93,360).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Bozeman, Construction Manager, Sacramento City Unified School District, 425 1<sup>st</sup> Avenue, Sacramento, California 95818.

### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

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

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

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

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

### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

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

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report

as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

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.

#### **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:  
Wallace Kuhl & Associates  
3050 Industrial Blvd  
West Sacramento, CA 95691  
Attn: David Redford



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**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.

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**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**

**WALLACE KUHL & ASSOCIATES**

By: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date



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**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

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

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

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

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

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Authorized Signature of Contractor

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Date

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Printed Name/Title

**PROFESSIONAL SERVICES**

**PROFESSIONAL SERVICES**

Principal Engineer / Geologist	\$175.00	per hour
Senior Engineer / Geologist	\$175.00	per hour
Senior Environmental Scientist	\$175.00	per hour
Project Engineer / Geologist	\$145.00	per hour
Project Environmental Scientist	\$145.00	per hour
Senior Staff Engineer / Geologist	\$135.00	per hour
Senior Staff Environmental Scientist	\$135.00	per hour
Staff Engineer / Geologist	\$130.00	per hour
Staff Environmental Scientist	\$130.00	per hour
Senior Environmental Technician	\$105.00	per hour
Senior / Supervising Technician	\$105.00	per hour
Draftsperson / GIS Technician	\$100.00	per hour
Administrative Assistant	\$75.00	per hour

**FIELD INVESTIGATION TESTING**

Seismic Refraction Survey	\$175.00	per hour
Thermal Resistivity Testing	\$175.00	per hour
Electrical Resistivity Survey	\$175.00	per hour
Hand Augering/Sampling - Engineer	\$160.00	per hour
Photoionization Detector	\$175.00	per hour
Rebar Location / GPR	\$290.00	per hour

**LITIGATION**

Data Review/Consultation	\$250.00	per hour
Depositions/Expert Witness Testimony	\$350.00	per hour

**EXPENSES**

Vehicle Charges ( <i>Subject to periodic adjustment due to fuel cost</i> )	\$0.75	per mile
Subsistence	\$60.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$25.00	each
Color photography versions	\$35.00	each

**PREMIUM CHARGES**

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

**SHIFT DIFFERENTIAL**

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



**FIELD SERVICES**

**CONCRETE & REINFORCING STEEL**

Ball Penetration (Kelly Ball)	\$130.00 /hr.
Batch Plant Inspection	\$100.00 /hr.
CaCl Moisture Emission Test Kit	\$35.00 /kit
CaCl Moisture Emission Testing	\$95.00 /hr.
CLSM/CDF/Slurry Testing	\$95.00 /hr.
Concrete Mix Design Review	\$175.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$100.00 /hr.
Concrete Rebound Number Testing	\$130.00 /hr.
Concrete Trial Batch	\$100.00 /hr.
Floor Flatness Testing	\$130.00 /hr.
High Strength Grout Sampling / Testing	\$100.00 /hr.
Rebar / Post Tension Special Inspection	\$105.00 /hr.
Rebar Location / GPR	\$290.00 /hr.
Rebar Location / Pachometer	\$130.00 /hr.
Rebar Placement Inspection	\$105.00 /hr.
Reinforcing Steel Sampling/Tagging	\$100.00 /hr.
Relative Humidity Testing	\$130.00 /hr.
Shotcrete Special Inspection	\$100.00 /hr.
Transport Cylinders / Samples to Lab	\$100.00 /hr.

**CORING**

Coring (Technician + equipment)	\$130.00 /hr.
Coring (Technician assistant)	\$100.00 /hr.

**POST-INSTALLED ANCHORS**

Concrete Anchor Installation Inspection	\$100.00 /hr.
Concrete Anchor Proof Load Testing	\$130.00 /hr.
Concrete Anchor Torque Testing	\$105.00 /hr.
Suspended Ceiling Inspection / Testing	\$130.00 /hr.

**STRUCTURAL STEEL**

Fireproofing Special Inspection / Testing	\$100.00 /hr.
High Strength Bolt Special Inspection	\$105.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$115.00 /hr.
Tower Certified Special Inspector	\$130.00 /hr.
Welding Special Inspection - Field	\$105.00 /hr.
Welding Special Inspection - Shop	\$105.00 /hr.

**MASONRY**

In-Place Masonry Flatjack Testing	\$155.00 /hr.
In-Place Masonry Shear Testing	\$130.00 /hr.
Masonry Materials Sampling / Testing	\$100.00 /hr.
Masonry Special Inspection	\$100.00 /hr.
Masonry Special Inspection DSA Cert.	\$110.00 /hr.

\* Based on hourly rate of Inspection or Testing schedule

\*\* Based on Staff Classification

**SOILS & ASPHALT CONCRETE**

Asphalt Concrete Inspection / Testing	\$105.00 /hr.
Asphalt Concrete Materials Sampling	\$105.00 /hr.
Building Pad Special Inspection / Testing	\$105.00 /hr.
Deep Foundation Inspection	\$105.00 /hr.
Flatwork AB Inspection / Testing	\$105.00 /hr.
Flatwork Subgrade Inspection / Testing	\$105.00 /hr.
Grading Inspection / Testing	\$105.00 /hr.
Hand Augering and Sampling	\$135.00 /hr.
Pavement AB Inspection / Testing	\$105.00 /hr.
Pavement Subgrade Inspection / Testing	\$105.00 /hr.
Proof Rolling Observation	\$105.00 /hr.
Shallow Foundation Inspection	\$105.00 /hr.
Slab Subgrade Soil Moisture Tests	\$105.00 /hr.
Soil / Aggregate Sampling	\$105.00 /hr.
Soil Treatment Testing / Observation	\$105.00 /hr.
Structure Backfill Inspection / Testing	\$105.00 /hr.
Subgrade Stabilization Observation	\$105.00 /hr.
Utility Trench Backfill Testing	\$105.00 /hr.
WKA Drill Rig (including operator)	\$275.00 /hr.
WKA Drill Rig (helper)	\$105.00 /hr.

**SPECIALIZED SERVICES**

Coefficient of Friction Testing	\$135.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	\$100.00 /hr.
Existing Building Evaluation / Document	\$100.00 /hr.
Existing Building Evaluation / Repair	\$100.00 /hr.
Field Investigate Support	\$100.00 /hr.
Epoxy / FRP Installation Inspection	\$100.00 /hr.
Glulam / Truss Fabrication Inspection	\$100.00 /hr.
Glulam / Truss Inspection Travel	\$75.00 /hr.
GFRC Inspection / Testing	\$100.00 /hr.
Meggar Ground Testing	\$130.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$135.00 /hr.
Prestress Framing Installation	\$100.00 /hr.
Proto Wall Inspection / Testing	\$100.00 /hr.
Roofing Inspection	\$100.00 /hr.
Shear Nailing Inspection	\$100.00 /hr.
Thickness Testing - Coating / Steel	\$130.00 /hr.
Timber Framing / Hardware Inspection	\$100.00 /hr.
Vapor Barrier Inspection	\$100.00 /hr.
Vibration Monitoring	**

**GENERAL**

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

**MINIMUM CHARGES**

A two hour minimum charge will apply to field technician services with the following exceptions:

- Single trip pickup and delivery services, where a one hour minimum will apply.
- Saturday, Sunday and holidays, where a four hour minimum charge will apply.



**LABORATORY SERVICES**

**SOIL**

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Lime-Treated Unconfined Compression	CTM 373	\$785.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$250.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$380.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

**AGGREGATE**

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value - Aggregate	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

**ASPHALT CONCRETE**

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each



**LABORATORY SERVICES**

**CONCRETE**

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$75.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$85.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$5.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$100.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$180.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$75.00	each

**MASONRY**

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$200.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$100.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each
Masonry Core Compression Test	CBC Section 2105A	\$70.00	each

**STEEL**

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$30.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$30.00	each
Washer - Hardness Test	ASTM E18	\$30.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$75.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$100.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$85.00	each
Sizes Larger Than 3/4"	ASTM A370	\$110.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Test	ASTM E18	\$75.00	each
Torque Wrench Calibration (minimum of 4 wrenches)		\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

**TESTING SERVICES**

Laboratory Technician		\$90.00	per hour
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**SECOND AMENDMENT**  
**TO**  
**MASTER SERVICES AND LICENSE AGREEMENT**

This SECOND AMENDMENT TO MASTER SERVICES AND LICENSE AGREEMENT (this "2<sup>nd</sup> Amendment") dated April 10, 2018 between Accelerate Education Incorporated and Sacramento City USD.

**RECITALS**

Whereas, ACCELERATE and Customer entered into a Master Services and License Agreement effective as of August 15, 2016 ("Effective Date"); and Whereas, each of the parties now desire to amend the terms of that Agreement.

Now, therefore, the parties hereto hereby agree as follows.

**AGREEMENT**

**1. Amendments to the Agreement**

Exhibit A of the Agreement is hereby amended and restated to read in its entirety as follows:

Exhibit A  
Licensed Materials



Original Credit  
Credit Recovery  
Honors Adaptive

Original Credit  
Credit Recovery  
Honors Adaptive

Mathematics				
Pre-Algebra A&B	○		○	
Consumer Math A&B	○		○	○
Algebra 1 A&B	○	○	○	○
Algebra 2 A&B	○	○	○	○
Geometry A&B	○	○	○	○
Pre-Calculus A&B	○		○	
Integrated Math 1 A&B	○		○	○
Integrated Math 2 A&B	○		○	○
Integrated Math 3 A&B	○		○	
Science				
Anatomy & Physiology A&B	○		○	○
Biology A&B	○	○	○	○
Chemistry A&B	○	○	○	○
Earth Science A&B	○		○	
Marine Science	○		○	
Paleontology	○		○	
Physical Science A&B	○		○	○
Physics A&B	○	○	○	○
Renewable Energy	○		○	
Space Exploration	○		○	
World Languages				
Chinese 1 A&B#	○			
Chinese 2 A&B#	○			
French 1 A&B	○		○	
French 2 A&B	○		○	
French 3 A&B#	○			
German 1 A&B	○		○	
German 2 A&B	○		○	
Latin 1 A&B#	○			
Latin 2 A&B#	○			
Spanish 1 A&B	○		○	
Spanish 2 A&B	○		○	
Spanish 3 A&B	○		○	
Career Electives				
Accounting	○			
Arts Careers	○			
Basic Web Design	○			
Business Law	○			
Career Planning	○			
Computer Basics	○			
Digital Media A&B	○			
Digital Photography	○			
Film & Television	○			
Graphic Design	○			
Health Careers#	○			
Intro to Business	○			
Intro to Java Programming	○			
Intro to Nursing A&B#	○			
JavaScript	○			
Journalism	○			
Media and Communication	○		○	
Medicine	○		○	
Photojournalism	○			
Python Multiplayer Adventure	○			
Language Arts				
Language Arts 9 A&B	○	○	○	○
Language Arts 10 A&B	○	○	○	○
Language Arts 11 A&B	○	○	○	○
Language Arts 12 A&B	○	○	○	○
Creative Writing	○			
Contemporary Novels	○			
Social Studies				
American Government	○	○	○	○
American History A&B	○	○	○	○
Civics	○		○	○
Economics	○	○	○	○
World Geography & Cultures A&B	○		○	○
World History A&B	○	○	○	○
Electives				
Art Appreciation	○		○	
Art History	○		○	
Basic Drawing	○			
Character Education	○			
Beginning Painting	○		○	
Child Development	○		○	
Financial Literacy	○			
Music Appreciation	○			
Personal Development	○			
Psychology A&B	○			
Psychology	○		○	
Sociology	○		○	
Study Skills & Strategies	○		○	
Theater Studies	○		○	
Advanced Placement				
AP Biology A&B	○			
AP Calculus AB A&B	○			
AP Calculus BC A&B	○			
AP Chemistry A&B	○			
AP English Literature A&B	○			
AP English Language & Composition A&B	○			
AP European History A&B	○			
AP French Language & Culture A&B#	○			
AP Government and Politics A&B	○			
AP Physics A&B	○			
AP Spanish Language A&B#	○			
AP US History A&B	○			
AP World History A&B	○			
Health & P.E.				
Health A&B	○			
Health	○		○	
Individual & Team Sports	○			
Physical Education A&B	○			
Physical Education	○		○	
First Aid#	○			
Flexibility Training#	○			
Nutrition#	○			
Running#	○			
Strength Training#	○			
Walking Fitness#	○			

Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows:

**Exhibit B  
Pricing and Payment Schedule**

Consultant	Job	Payment Terms	Seats Valid from
Paul Gusman	Program Renewal	Net-30 from 7-21-18	8/30/2018 to 8-29-2019

Qty	Description	Unit Price	Line Total
	Contract Renewal term is 7-21-2018 to 7-21-2019		
1	1 day onsite Staff training (admin/ mentor,etc.)	\$ 750.00	\$ 750.00
1500	Credit Recovery User Seats (365 day Access)	\$ 179.90	269,850.00
	Seats include any Course in the attached CR Catalog, Hosting/ Support and, Instruction from Accelerate Education Highly qualified California Cert teachers.		
	Seats also include enrollment into any Original Credit Course from the attached Catalog. Students can be enrolled in up 4 Semester courses at once.		
	These enrolments include Content/ Hosting & Support		
	When a student is enrolled in a course the seat is occupied. When they complete		
	or drop the seat is open again for another student.		
	# Select Courses are also available for an additional \$72 fee per semester/ per Enrollment		
	*AP Course may have Lab and other fees not included in this quote		
190	Semester instruction Carry over from 17-18 for instruction of Original Credit courses		
1	Online Implementation Training for Own It! SEL Program	-	-
400	Own it! Online SEL Program Seat Carry over from 17-18.	-	-
	You can replace a student into a seat if the student has not completed the 1st unit of the course. Otherwise the seat is considered used.		
	Subtotal	\$	270,600.00
	Total	\$	270,600.00

**2. Miscellaneous**

(a) The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.



(b) Except as expressly amended and modified by this Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

**ACCELERATE EDUCATION INCORPORATED**

By \_\_\_\_\_  
Name: Michael Axtman  
Title: President/CEO  
Date:

\_\_\_\_\_

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



9330 Priority Way West Drive  
Indianapolis, IN 46240  
Phone: 317-208-1700  
Toll Free: 1-877-796-6842  
Fax: 317-208-2202

## PUBLIC EDUCATION AGREEMENT

No:

Customer Legal Name Sacramento City Unified School District		Address		
Address 3101 Reding Avenue		Customer Billing Address (If different)		
City Sacramento	County	City	County	
State CA	Zip Code 95820	State	Zip Code	
Location Contact: Glenn	Phone	Fax	Salesperson Matt Bardasian	
Tax ID# <input checked="" type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal		PO Number (if applicable)		
PO Number (if applicable):		PO Expiration Date:		
<b>CONTRACT DURATION / NUMBER OF VEHICLES</b>				
Term of Agreement: <input checked="" type="checkbox"/> 60 Mo. <input type="checkbox"/> ____ Mo.				
Total Number of Vehicles: 152				
Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Certificate)				
<b>SOFTWARE LICENSES</b>		<b>EQUIPMENT LIST</b>		
<input checked="" type="checkbox"/> Core Track & Trace			<b>TYPE</b>	<b>QTY</b>
<input checked="" type="checkbox"/> Comparative Analysis	<input checked="" type="checkbox"/> Ridership	LMU:4225	SKU 100011(\$42)	152
<input type="checkbox"/> Route Builder	<input type="checkbox"/> Navigation			
<input type="checkbox"/> Time and Attendance	<input checked="" type="checkbox"/> Here Comes the	Other:	SKU 100030 (\$11)	152
<input type="checkbox"/> Engine Diagnostics	<input checked="" type="checkbox"/> Child Check			
<input type="checkbox"/> Fuel Card	<input type="checkbox"/> DVIR	Other:	SKU 100019 (\$1) SKU 100020 (\$1)	152 152
Installation: <input checked="" type="checkbox"/> Synovia <input type="checkbox"/> Customer				
Carrier: <input type="checkbox"/> Synovia <input checked="" type="checkbox"/> Verizon <input type="checkbox"/> Sprint <input type="checkbox"/> AT&T				
<b>SPECIAL INSTRUCTIONS</b>				
This pricing is based on Synovia Solutions NJPA Contract #: 022217-220 Fleet Management and Related Technology Solutions.				
<b>RATE AND METHOD OF PAYMENT</b>				
Base Payment \$ ____55.00 _ X	Number of Vehicles __152 =	\$ ____8,360.00__	<input type="checkbox"/> Monthly	
Base Payment \$ ____ _ X	Number of Vehicles ____ =	\$ ____	<input type="checkbox"/> Quarterly	
Base Payment \$ ____ _ X	Number of Vehicles ____ =	\$ ____	<input checked="" type="checkbox"/> Annually	
Total Rental Payment		\$8360.00* 12	<input type="checkbox"/> Check	
Applicable Sales Tax		\$ ____0____	<input type="checkbox"/> ACH	
Total Rental Payment with Tax		\$ 100,320.00	<input type="checkbox"/> Credit Card	
<b>PLEASE READ BEFORE SIGNING:</b> THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON.				
<b>AUTHORIZATION</b>				
Company Full Name (Please Print)				
Authorized Signature	Date	Authorized Representative of Synovia Solutions, LLC	Date	
Authorized Signer's Printed Name	Title	Printed Name	Title	

## RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term. The aforesaid rentals are the firm, fixed rentals due under this Agreement and are not subject to any adjustment; and that the obligation to make the Payments is absolute and unconditional, and Customer will pay all Payments without regard to, and shall not assert any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate this Agreement which Customer may have against Vendor or any other party, or for any reason. Nothing herein shall be deemed to relieve Vendor of any of its obligations to Customer under this Agreement.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a refund for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
5. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above;** and (b) **if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
6. **UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.

7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee for property damage insurance and additional insured for liability insurance. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf **This Synsure Agreement hardware warranty specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**
8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.
9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default. Install Labor is not included.**
10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer. The Equipment will be garaged at the location stated above and may not be garaged at any other location without Vendor's express and prior written consent.
11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise and waives any claim or defense against Vendor or such assignee arising out of this Agreement or otherwise or as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation or condition required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can accelerate and demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer defaults under this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal or collection action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Indiana or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. Any suit, claim, or legal proceedings arising under this Agreement shall be brought only in a court of competent jurisdiction in the state of Indiana or, if assigned by Vendor, the state in which the assignee is headquartered.
14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall return the Equipment, at its expense, to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.
15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor. From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.
17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.
18. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via direct debit ACH if Payments are less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.
19. **MANNER OF EXECUTION.** Facsimile, scanned or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed. If Customer transmits this Agreement with its signature by facsimile or scanned means, the version containing Customer's facsimile or scanned signature and Vendor's original signature will be the sole original of this agreement for all purposes
20. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.
21. **FINANCIAL STATEMENTS.** Unless publicly available, Customer agrees to send Vendor or its assignee its most recent audited financial statements as and when requested by Vendor or its assignee.
22. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.
23. **COMPARATIVE ANALYSIS.** If Customer is utilizing Comparative Analysis, Vendor requires that the Customer meets Vendor's requirements for a currently supported Operating System and a spatially accurate map. Vendor will have final approval in those requirements and specifications.

Customer Initials\_\_\_\_\_

## AGREEMENT FOR SUMMER SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**Youth Development Support Services**

**And**

**Sacramento Chinese Community Service Center**

The Sacramento City Unified School District ("District") and SACRAMENTO CHINESE COMMUNITY SERVICE CENTER collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on April 12, 2018, ("Effective Date") with respect to the following recitals:

### **RECITALS**

WHEREAS, the District desires to engage SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to develop, maintain and sustain Expanded Learning Summer Program, providing summer academic and enrichment services to the following sites during Summer 2018: Sequoia Elementary, Nicholas Elementary, Pacific Elementary, Peter Burnett Elementary, David Lubin Elementary, Kit Carson Middle, Albert Einstein Middle, Will C Wood Middle, Fern Bacon Middle, California Middle, Hiram Johnson @ West Campus, John F. Kennedy, C.K. McClatchy, and Rosemont High). The primary purpose Expanded Learning Summer Program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);
- ii. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse SACRAMENTO CHINESE COMMUNITY SERVICE CENTER for direct services not to exceed **\$469,338.00**, to be made in installments upon receipt of properly submitted invoices.

The final installment shall not be invoiced by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall provide documentation of **\$70,401 (15%) in-kind match to the District.**

Within one week of commencement of the services outlined in this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
Expanded Learning Summer Program	Sequoia	\$41,791	158
Expanded Learning Summer Program	Nicholas	\$57,925.50	219
Expanded Learning Summer Program	Pacific	\$40,468.50	153
Expanded Learning Summer Program	Peter Burnett	\$26,450	100
Expanded Learning Summer Program	David Lubin	\$34,385	130
Expanded Learning Summer Program	Kit Carson	\$54,222.50	205
Expanded Learning Summer Program	Albert Einstein	\$26,450	100
Expanded Learning Summer Program	Will C. Wood	\$26,450	100
Expanded Learning Summer Program	Fern Bacon	\$43,378	164
Expanded Learning Summer Program	California Middle	\$30,417.50	115
Expanded Learning Summer Program	Hiram Johnson @West Campus	\$23,000	100
Expanded Learning Summer Program	John F. Kennedy	\$23,000	100
Expanded Learning Summer Program	C.K. McClatchy	\$23,000	100
Expanded Learning Summer Program	Rosemont	\$18,400	80

<b>Total</b>		<b>\$469,338</b>	<b>1824</b>
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C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER, and each of SACRAMENTO CHINESE COMMUNITY SERVICE CENTER employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

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

E. Fingerprinting Requirements. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** Pursuant to Education Code 45125.1, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER 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 and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other party who shall be responsible for



addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 18, 2018 through July 26, 2018. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged 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 Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

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

J. 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.

K. Assignment. This Agreement is made by and between SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**SACRAMENTO CHINESE COMMUNITY SERVICE CENTER:**

By:  \_\_\_\_\_  
Authorized Signature

4/13/2018  
\_\_\_\_\_  
Date

Print Name: Henry Kloczkowski

Title: Executive Director

**Sacramento City Unified School District and SACRAMENTO CHINESE COMMUNITY  
SERVICE CENTER:  
Expanded Learning Summer Program Scope of Services  
Attachment A**

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**DISTRICT shall:**

1. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing.
2. Provide evaluation and/or survey of projects as required.
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

**SACRAMENTO CHINESE COMMUNITY SERVICE CENTER:**

1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 18, 2018 – July 26, 2018 Monday through Thursday from 8:00 AM-2:00 PM. Elementary/K-8/Middle school sites and June 18, 2018 – July 20, 2018 at high school sites. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District/School Sites to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/26/18 and sufficient staffing to maintain a 20:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 15% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the Summer School staff at the site, Program Manager and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.

### **District Expectations for Expanded Learning Programs:**

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

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 6 hours a day; 24 hours per week for Summer Program
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate Supervision
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 30 minutes prior to start of programming
  - c. Regularly assess student interest and include student voice in the selection of projects, assignments., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning program to the instructional part of the day
  - c. Meet with summer school administrator and teachers regularly.
  - d. Be a part of the summer school culture.
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement

d. Incorporating social-emotional learning

8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.

## AGREEMENT FOR SUMMER SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**Youth Development Support Services**

And

**Target Excellence**

The Sacramento City Unified School District ("District") and TARGET EXCELLENCE collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on April 12, 2018, ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage TARGET EXCELLENCE to develop, maintain and sustain Expanded Learning Summer Program, providing summer academic and enrichment services to the following sites during Summer 2018: Elder Creek Elementary, Oak Ridge Elementary and Rosa Parks K-8. The primary purpose Expanded Learning Summer Program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. TARGET EXCELLENCE shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);
- ii. TARGET EXCELLENCE shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse TARGET EXCELLENCE for direct services not to exceed **\$52,900.00**, to be made in installments upon receipt of properly submitted invoices.

The final installment shall not be invoiced by TARGET EXCELLENCE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, TARGET EXCELLENCE shall provide documentation of **\$7,935.00 (15%) in-kind match to the District**.

Within one week of commencement of the services outlined in this Agreement, TARGET EXCELLENCE shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

<b>Program</b>	<b>School Name</b>	<b>Contract Amount</b>	<b>Attendance Target</b>
Expanded Learning Summer Program	Elder Creek Elementary	\$35,972	136
Expanded Learning Summer Program	Oak Ridge Elementary	\$32,269	122
Expanded learning Summer Program	Rosa Parks Elementary	\$49,726	188
Expanded Learning Summer Program	Rosa Parks Middle	\$16,134.50	61
<b>Total</b>		<b>\$134,101.50</b>	<b>507</b>

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

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



E. Fingerprinting Requirements. TARGET EXCELLENCE agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, TARGET EXCELLENCE 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 and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. TARGET EXCELLENCE shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, TARGET EXCELLENCE shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, TARGET EXCELLENCE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

G. Period of Agreement. The term of this Agreement shall be from June 18, 2018 through July 26, 2018. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged 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 Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies

available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. TARGET EXCELLENCE agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by TARGET EXCELLENCE and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. TARGET EXCELLENCE has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

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

J. 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.

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

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_

Gerardo Castillo  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**TARGET EXCELLENCE:**

By: \_\_\_\_\_

  
Authorized Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Sacramento City Unified School District and TARGET EXCELLENCE:  
Expanded Learning Summer Program Scope of Services  
Attachment A**

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**DISTRICT shall:**

1. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programming.
2. Provide evaluation and/or survey of projects as required.
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

**TARGET EXCELLENCE:**

1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 18, 2018 – July 26, 2018 Monday through Thursday from 8:00 AM-2:00 PM. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by TARGET EXCELLENCE and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District/School Sites to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. TARGET EXCELLENCE shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/26/18 and sufficient staffing to maintain a 20:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 15% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the Summer School staff at the site, Program Manager and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.

**District Expectations for Expanded Learning Programs:**

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

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 6 hours a day; 24 hours per week for Summer Program
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate Supervision
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 30 minutes prior to start of programming
  - c. Regularly assess student interest and include student voice in the selection of projects, assignments., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning program to the instructional part of the day
  - c. Meet with summer school administrator and teachers regularly.
  - d. Be a part of the summer school culture.
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating social-emotional learning

8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.