

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT **BOARD OF EDUCATION**

Agenda Item# 9.1a

Meeting Date: August 15, 2019 Subject: Approval of Grants, Entitlements, and Other Income Agreements **Ratification of Other Agreements Approval of Bid Awards Approval of Declared Surplus Materials and Equipment Change Notices Notices of Completion** Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: _____ Conference/Action Action **Public Hearing Division:** Business Services **Recommendation:** Recommend approval of items submitted. **Background/Rationale:**

Financial Considerations: See attached.

LCAP Goal(s): College, Career & Life Ready Graduates; Operational Excellence

Documents Attached:

- 1. Expenditure and Other Agreements
- 2. Recommended Bid Awards Supplies/Equipment

Estimated Time of Presentation: N/A

Submitted by: Amari Watkins, Director, Accounting Services

Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u> <u>Description</u> <u>Amount</u>

ALBERT EINSTEIN MIDDLE SCHOOL

Sacramento County Office of Education SA20-00128 8/19/19 – 3/31/24: Provide support to include: full staff professional learning on Teacher Clarity, individual classroom coaching and debrief for Instructional Leadership Team, deep professional learning for Instructional Leadership Team on teacher clarity, depth of knowledge, formative assessment and other topics as appropriate during the 2019/20 school year. Ongoing support in years 2020/21-2023/24 will include focused professional learning and planning for teachers and support and planning with administration.

\$107,500 Comprehensive Support & Improvement (CSI) Funds

CONTINUOUS IMPROVEMENT & ACCOUNTABILITY

Accelerate Education, Inc. SA20-00133 7/21/19 – 7/21/20: Online learning curriculum and enrolled user licenses for high school credit recovery courses. 1000 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.

\$179,900 LCFF Funds

FACILITIES SUPPORT SERVICES

HMC Group SA19-00411 1/1/19 – Completion of Services: Provide architectural, civil, structural, mechanical and electrical engineering as well as landscape architectural services for the John F. Kennedy Core Academic Improvement project. First increase is to add fire sprinkler protection engineering services.

Original Amount: \$1,111,592

First Increase: \$18,000

New Total: \$1,129,592 Measure Q Funds

JOHN STILL K-8 SCHOOL

Sacramento County Office of Education SA20-00137 8/19/19 – 5/31/20: Provide site-based support for teaching ELA/ELD. Support to include: training, facilitation of pacing and assessment plans, lesson study, and coaching.

\$95,700 SIG Funds

SPECIAL EDUCATION

Compuclaim SA20-00080 7/1/19 – 6/30/20: Annual renewal of license for Medi-Cal Billing Option software, and consulting services as needed for the 2019/20 school year.

\$108,750 Medi-Cal Billing Option Funds

General Funds

\$96,000

TECHNOLOGY SERVICES

Digital Deployment SA20-00132 8/1/19 – 7/31/20: Web hosting services for all participating school sites. Includes hosting, maintenance, security upgrades, feature upgrades, and service-level agreement

upgrades, feature upgrades, and service-level agreeme for website support.

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WOODBINE ELEMENTARY SCHOOL

Sacramento County Office of Education SA20-00131

8/13/19 - 5/6/20: Provide site-based support for teaching ELA/ELD first instruction and intervention. Support to include: preservice collaboration support, monthly

administrator support, planning, and coaching.

\$100,100 SIG Funds

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Non-Competitive Bid: Nutrition Services – Bread & Bakery Products

Recommendation: Bimbo Bakeries USA, Inc.

\$240,000 Amount:

Funding Source: **Nutrition Services Funds**

Bimbo Bakeries is the largest Northern California bakery of fresh bread products which include whole grain products used by Nutrition Services. Bimbo Bakeries is the sole source in our area that can meet the District's requirements of delivering fresh bread products to over 80 school sites and the commitment of providing whole grain bread products for our meal programs. Purchasing Services requests Board of Education approval of a Non-Competitive Bid. Pricing will be negotiated with Bimbo Bakeries for the purchase of these product and to enter into an agreement of one (1) year.



MEMORANDUM OF UNDERSTANDING

Agreement #19063 2019-2024

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "**SCOE**," and **Albert Einstein Middle School**, hereinafter referred to as "**School**."

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **School** in regard to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOE.

A. SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact: Services provided by:
Becky Sullivan Christine Anderson
(916) 228-2220 (916) 228-2634
bsullivan@scoe.net canderson@scoe.net

2. Provide the following service:

- 2019-2020 school year: Support will include full staff professional learning on Teacher Clarity, individual classroom coaching and debrief for Instructional Leadership Team, deep professional learning for Instructional Leadership Team on teacher clarity, depth of knowledge, formative assessment, and other topics as appropriate.
- For the following four school years (2020-2021, 2021-2022, 2022-2023, 2023-2024): Each year support will include full staff professional learning, individual classroom coaching and debrief for teachers, focused professional learning and planning for teachers, and support and planning with administration.

See Exhibit A, for schedule and details, which is attached hereto and incorporated by reference. Location of the service

Albert Einstein Middle School

9325 Mirandy Dr.

Sacramento, CA 95826

- 3. SCOE will make every effort to accommodate changes in dates as needed; however, rescheduling is not guaranteed as dates are dependent on availability.
- 4. Provide an evaluation of services.
- 5. Provide training materials. Any and all training material are the exclusive property of SCOE. **School** and its agents must obtain written permission from SCOE before it disseminates, markets, or otherwise uses the training materials.

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6. Invoice **School** within 30 days of execution of this MOU:

Albert Einstein Middle School 9325 Mirandy Dr. Sacramento, CA 95826

B. School agrees to:

1. Provide a primary contact person for all work under this MOU.

Tarik McFall, Principal (916) 395-5310 Tarik-McFall@scusd.edu

- 2. Ensure the site principal/district representative is present during services.
- 3. Participate in an evaluation of services.
- 4. Provide facility for training.
- 5. Provide SCOE with a copy of attendance sign-in sheet upon request.
- 6. Provide the audio-visual equipment and table supplies.
- 7. Provide requested materials for participants (e.g., Teacher's Edition).

C. Fiscal: School agrees to pay SCOE \$107,500 within 60 days of invoicing.

D. General Provisions

- 1. <u>Indemnity</u>. Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
- 2. <u>Independent Agents.</u> This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- 3. <u>Nondiscrimination</u>. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

- **4.** <u>Insurance.</u> All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
- **5.** Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education Nancy Herota, Ed.D. Assistant Superintendent, Educational Services		Albert Einstein Mide Sacramento City Uni Tarik McFall, Principa	fied School District	
Signature		Date	Signature	Date
Director Approval	Date			
Director Approval	Date			

Albert Einstein Middle School Sacramento City Unified School District Exhibit A

2019-2020 School Year

Note: District will provide substitutes for teacher release as needed for site-based support days.

		Att	end	
Date	Support Description	Т	Α	Notes
Full staff profe	essional learning	•	•	
August 19 8:30-3:00	Attend Leader in Me Professional Learning			
August 20 8:30-3:00	Attend Leader in Me Professional Learning			
August 21 8:30-11:30	Teacher Clarity	35	2	
Nov 7 1:30-2:30	Continue Teacher Clarity, add in as appropriate Depth of Knowledge and Formative Assessment	35	2	
January 9 1:30-2:30	Continue Teacher Clarity, add in as appropriate Depth of Knowledge and Formative Assessment	35	2	
March 5 1:30-2:30	Continue Teacher Clarity, add in as appropriate Depth of Knowledge and Formative Assessment	35	2	
Instructional L	eadership Team monthly meeting and Administrate	or sup	port	
Sept. 30 8:20-2:30 2:45-4:15	Support administrators during the school day. For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, Formative Assessment and other topics as they arise.	8	2	
Oct 28 8:20-2:30 2:45-4:15	Support administrators during the school day. For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, Formative Assessment and other topics as they arise.	8	2	
Nov 18 8:20-2:30 2:45-4:15	Support administrators during the school day. For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, Formative Assessment and other topics as they	8	2	
2.40-4.10	arise.			
Jan 27 8:20-2:30	Support administrators during the school day. For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK,	8	2	
2:45-4:15	Formative Assessment and other topics as they arise.			

Feb 24 8:20-2:30 For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, 2:45-4:15 Formative Assessment and other topics as they arise. March 30 8:20-2:30 For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, 2:45-4:15 Formative Assessment and other topics as they arise. April 27 8:20-2:30 April 27 8:20-2:30 For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, Formative Assessment and other topics as they arise. April 27 8:20-2:30 For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, Formative Assessment and other topics as they arise. May 18 8:20-2:30 For ILT meeting, support implementation of site initiatives including Teacher Clarity, DOK, Formative Assessment and other topics as they arise. Instructional Leadership Team, classroom coaching September TBD 8:20-2:30 Cotober TBD Coaching C					
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Albert Einstein Middle School Sacramento City Unified School District 2020-2021 School Year

		Attend		
Date	Support Description	Т	Α	Notes
Full staff profession				
		T	_	
August prior to	Academic Conversations	35	2	
start of school				
8:30-11:30	Continue Academic Convergations add in	25	2	
October First Thursday	Continue Academic Conversations, add in as appropriate Teacher Clarity, Depth of	35	2	
1:30-2:30	Knowledge and Formative Assessment			
January	Continue Academic Conversations, add in	35	2	
First Thursday	as appropriate Teacher Clarity, Depth of	55	_	
1:30-2:30	Knowledge and Formative Assessment			
March	Continue Academic Conversations, add in	35	2	
First Thursday	as appropriate Teacher Clarity, Depth of			
1:30-2:30	Knowledge and Formative Assessment			
Instructional Classi	room Coaching and Professional Learning			
September	English Language Arts Teachers	4	2	T
Second Thursday	English Language Arts Teachers	4	_	
Second Thursday				
8:20-1:20	Individual classroom coaching and debrief			
0.2020	with each ELA teacher			
1:30-2:30				
	Join ELA teachers during Collaboration			
	Time for planning and professional			
	learning			
September	History Social Science Teachers	4	2	
Third Thursday				
8:20-1:20	Individual alassroom associate and debrief			
8:20-1:20	Individual classroom coaching and debrief with each HSS teacher			
1:30-2:30	Join HSS teachers during Collaboration			
1.00 2.00	Time for planning and professional			
	learning			
September	Science Teachers	4	2	
Fourth Thursday				
8:20-1:20	Individual classroom coaching and debrief			
	with each science teacher			
1.20 2.20	loin coionee to chore during Callabaretian			
1:30-2:30	Join science teachers during Collaboration Time for planning and professional			
	learning			
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Albert Einstein Middle School Sacramento City Unified School District 2021-2022 School Year

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August prior to	Academic Conversations	35	2		
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October First Thursday	Continue Academic Conversations, add in as appropriate Teacher Clarity, Depth of Knowledge and Formative Assessment	35	2		
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Albert Einstein Middle School Sacramento City Unified School District 2022-2023 School Year

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Albert Einstein Middle School Sacramento City Unified School District 2023-2024 School Year

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THIRD AMENDMENT

TO MASTER SERVICES AND LICENSE AGREEMENT

This THIRD AMENDMENT TO MASTER SERVICES AND LICENSE AGREEMENT (this "3rd Amendment") dated June 24, 2019 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 B of the Agreement is hereby amended and restated to read in its entirety as follows:

Exhibit B Pricing and Payment Schedule

Qty	Description	Uni	t Price	Li	ne Total
	Contract Renewal term is 7-21-2019 to 7-21-2020				
0	Optional 1 day onsite Staff training (admin/ mentor,etc.). (via the web \$300)	\$	750.00		
1000	Credit Recovery User Seats (365 day Access)	\$	179.90		179,900.00
	Seats include any Course in the attached CR Catalog, Hosting/ Support and,				
	Instructional support from Accelerate Education Highly qualified California Cert teachers. CR/ IS Virtual labs are included for Bio, Chem, Physics				
	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.				
	*Courses are also available from the Additional fee Catalog for a \$72 fee ea.				
	*AP Course may have Lab and other fees not included in this quote				
			Total	\$	179,900.00

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

Ву
Name: Michael Axtman
Title: President/CEO
Date:
By
Name:
Title:
Date:



Amendment No. 1

Date: May 29, 2019

Project Name: SCUSD JFK Core Academic Improvement

Sacramento City Unified School District

HMC #3186059-000

AMENDMENT NO. 1 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated August 31, 2018, by and between Sacramento City USD (Owner) and HMC GROUP (Architect), with respect to providing Fire Protection Engineering Services is hereby amended, modified, and revised as follows:

Scope of Work:

The scope shall include fire sprinkler protection engineering services as follows:

- Perform a sprinkler analysis and determine space allotments for sprinkler equipment, riser, and fire sprinkler mains. Prepare construction drawings and technical specifications for building fire sprinkler systems and components as outlined under Design Development Phase above. Respond to the DSA comments. Obtain DSA approved set of documents.
- Prepare fire protection addenda and clarification documents, interpret fire protection drawings and specifications where required to clarify the intent of construction documents.
- Review submittal data for general compliance with mechanical contract documents, respond to RFI's, prepare change order documents where required to meet existing job conditions, and provide periodic site visits during the course of construction.
- Review of record drawings produced by the project subcontractor.

Compensation:

HMC Group will provide the services in the scope of work above for a fixed fee of **Eighteen Thousand Dollars** (\$18,000).

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting (including 3D plotting), delivery, electronic submittal and other expenses related to Agency review, Bidding, Construction or other Owner requested costs. Expense of transportation (including mileage) in connection with the Project; Expenses in connection with authorized out-of-town travel, including travel time; and fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's compensation shall be computed based on (1.0) times the amounts invoiced to the Architect.

Please review this Amendment and if it meets with your approval, please sign and return one (1) original to my attention.

HMC GROUP 3546 Concours Street Ontario, CA 91764 Sacramento City USD PO Box 246870 Sacramento, CA 95824-6870

Brian Meyers LEED AP BD+C (Date)
Principal / Principal in Charge

By _____(Date)

cc: S. Jimenez, File-CN-AOA Amendment No. 1 190529.doc-1



MEMORANDUM OF UNDERSTANDING

Agreement #20002 2019-2020

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "**SCOE**," and **John Still K-8 School**, hereinafter referred to as "**School**."

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **School** in regard to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOE.

A. SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact: Services provided by:

Tamara Wilson Christine Anderson / Alison McKeeman Rice

(916) 228-2350 (916) 228-2634

twilson@scoe.net canderson@scoe.net

2. Provide the following service:

Site-based support for teaching ELA/ELD. Support to include: training, lesson study, coaching, and facilitation of pacing and assessment plans. See Exhibit A, for schedule and details, which is attached hereto and incorporated by reference.

Location of the service

John Still K-8 School

2200 and 2250 John Still Drive

Sacramento, CA 95832

- 3. SCOE will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
- 4. Provide an evaluation of services.
- 5. Provide training materials. Any and all training material are the exclusive property of SCOE. **School** and its agents must obtain written permission from SCOE before it disseminates, markets, or otherwise uses the training materials.
- 6. Invoice **School** within 30 days of execution of this MOU:

John Still K-8 School

2200 John Still Drive

Sacramento, CA 95832

7/9/19 1:22 PM Page 1 of 13

B. School agrees to:

1. Provide a primary contact person for all work under this MOU.

Reginald Brown, Principal Joanna Evans, Site Instruction Coordinator reginald-brown@scusd.edu joanna-evans@scusd.edu

- 2. Ensure the site principal/district representative is present during services.
- 3. Participate in an evaluation of services.
- 4. Provide facility for training.
- 5. Provide SCOE with a copy of attendance sign-in sheet upon request.
- 6. Provide the audio-visual equipment and table supplies.
- 7. Provide requested materials for participants (e.g., Teacher's Edition).
- C. Fiscal: School agrees to pay SCOE \$95,700 within 60 days of invoicing.

D. General Provisions

- 1. <u>Indemnity</u>. Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
- 2. <u>Independent Agents.</u> This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- 3. <u>Nondiscrimination</u>. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- **4.** <u>Insurance.</u> All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
- **5.** Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.

MEMORANDUM OF UNDERSTANDING, Agreement #20002

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Nancy Herota,		f Education cational Services	John Still K-8 School Sacramento City Unifie Reginald Brown, Princi	fied School District		
Signature		Date Date	Signature	Date		
Director Approval	Date	_				
Director Approval	Date	_				

Exhibit A John Still K-8 School 2019-2020 School Year

Support for Kinder- Grade 6 Teachers

Support provided by Alison McKeeman Rice, SCOE

Preservice Days (Gr. K-6): Professional Development

. 100011100 B	ays (Gr. K-6): Professional Development	Attend	lance	
Date	Support Description	Т	Α	Notes
	essional learning for all Kinder through 6 th Grade teach	ers		
August 19 8:00-11:00 12:00-3:00	AM: Gr. 4 PM: Gr. 5/6 Topics: Collaboratively determine grade-level support needs (SIPPS and/or Benchmark training and coaching) Refine schedules (Yearlong pacing schedules, what worked, make adjustments; Daily instructional schedules, including ELD instructional block, SIPPS instruction-ideas for Tier 1 instruction (consider whole class option for sustainability after SIG) Getting Started - Planning Assessment Discussion- (what assessments will we administer, how often? How do we collect the data?) SIPPS Discussion- Getting Started-Placement, implementing Whole Class Extension Review Lessons prior to administering placement assessments SIPPS Topics: Instructional Routines; Correction Procedures; Scope and Sequence and showing how the lessons build upon each other; using mastery assessments to guide instruction with use of the review decks to get mastery	9	4	Required: Principal, Assistant Principal, Joanna, Gr. 3-6 Resource Teacher to attend with assigned grade levels, all grade level teachers
August 20 8:00-11:00 12:00-3:00	AM: Gr. K PM: Gr. 1 Topics: Collaboratively determine grade-level support needs (SIPPS and/or Benchmark training and coaching) K-2 focus on foundational skills and SIPPS implementation Refine schedules (Yearlong pacing schedules, what worked, make adjustments; Daily instructional schedules, including ELD instructional block, SIPPS instruction-ideas	8	4	Required: Principal, Assistant Principal, Joanna, Gr. K-2 Resource Teacher to attend with assigned grade levels, all grade level teachers

	for Tier 1 instruction (consider whole class option for sustainability after SIG) Getting Started - Planning Assessment Discussion- (what assessments will we administer, how often? How do we collect the data?) SIPPS Discussion- Getting Started-Placement, implementing Whole Class Extension Review Lessons prior to administering placement assessments SIPPS Topics: Instructional Routines; Correction Procedures; Scope and Sequence and showing how the lessons build upon each other; using mastery assessments to guide instruction with use of the review decks to get mastery Extra lessons of phonological awareness, in addition to SIPPS instruction starting at the beginning of the year in K, 1, possibly 2.			
August 21	AM: Gr. 2 PM: Gr. 3	8	4	Required: Principal, Assistant Principal,
8:00-11:00 12:00-3:00	Topics: See Gr. K-1 and 5-6 above			Joanna, Gr. K-2 or Gr. 3-6 Resource Teacher to attend with assigned grade levels, all grade level teachers
August 22 8:00-11:00 12:00-3:00	AM: SIPPS Extension Training PM: SIPPS Challenge Training (For New Teachers/or new to grade level) Overview Getting Started-Placement Assessment, implementing Whole Class Extension Review Lessons prior to administering placement assessment Routines: the importance of the Instructional Routines and the correction procedures-include a copy of the routine handbook Scope and Sequence; how the lessons build upon each other Planning, look at the first several lessons, discussing the language of the routines, how the specific academic language supports the learning	TBD	4	Required: Principal, Assistant Principal, Joanna, both Resource Teachers, all teachers that have not received prior training in both levels- Extension and/or Challenge teaching Grades 1-3 (All 1-3 grade teachers need to be trained in both.) (All 4 th -6 th grade teachers that have not received Challenge training should attend Challenge Level)

Benchmark and/or SIPPS Site-Based Support Days (Gr. K-6)

- o Includes planning, focus on instructional routines and correction procedures, and coaching.
- o Gr. K-2 or Gr. 3-6 Resource Teacher to attend with assigned grade levels.

Note: Site will provide substitutes for teacher release as needed for site-based support days.

		Attendance			
Date	Support Description	Т	С	Α	Notes
Cycle #1				•	
TBD	Kinder Planning (includes prerequisites for SIPPS and Benchmark)	4	1	3	3 subs or # of subs needed to cover AM and PM kindergarten classes Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Kinder Coaching/Teaching (co-teaching or observing)	4	1	3	AM/PM covers for debrief
TBD	AM: Gr. 1 planning PM: Gr. 2 planning	8	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 1 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 2 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	AM: Gr. 3 planning PM: Gr. 4 planning	8	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 3 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna

TBD	Gr. 4 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended:
					Principal, Assistant Principal and Joanna
TBD	AM: Gr. 5 planning PM: Gr. 6 planning	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 5 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Administrators are the Principal, Assistant Principal and Joanna
TBD	Gr. 6 Coaching/Teaching	1	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Walk-through and Debrief with Site Administrator and Leadership Team	All K- 2	1-2	3	Required: Principal, Assistant Principal, Joanna, Resource Teachers (Both)
TBD	Walk-through and Debrief with Site Administrator and Leadership Team	All 3- 6	1-2	3	Site Administrator *Principal *Vice Principal *Joanna *Resource Teachers
Cycle #2					
TBD	Kinder Planning	4	1	3	3 subs or # of subs needed to cover AM and PM kindergarten classes Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Kinder Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Administrators are the Principal, Assistant Principal and Joanna

	T	1 _	1 .	1 _	
TBD	AM: Gr. 1 planning PM: Gr. 2 planning	8	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 1 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 2 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	AM: Gr. 3 planning PM: Gr. 4 planning	8	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 3 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 4 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	AM: Gr. 5 planning PM: Gr. 6 planning	5	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Gr. 5 Coaching/Teaching	4	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna

TBD	Gr. 6 Coaching/Teaching	1	1	3	Required: All grade level teachers, 1 Coach is the Resource Teacher Recommended: Principal, Assistant Principal and Joanna
TBD	Walk-through and Debrief with Site Administrator and Leadership Team	All K- 2	1-2	3	Site Administrator *Principal *Vice Principal *Joanna *Resource Teachers
TBD	Walk-through and Debrief with Site Administrator and Leadership Team	All 3- 6	1-2	3	Site Administrator *Principal *Vice Principal *Joanna *Resource Teachers

Support for 7th and 8th Grade Teachers

Support provided by Christine Anderson, SCOE

Note: Site will provide substitutes for teacher release as needed for site-based support days.

Three Groupings 1. All 7th-8th Teachers

- 2. Science, HSS, RSP Teachers
- 3. ELA Teachers
- 4. Humanities/ELD Teachers

		Atten	dance	
Date	Support Description	Т	Α	Notes
Full staff profe	essional learning for all 7 th and 8 th teachers			
August 22 8:00-3:00	Teacher Clarity – learning intentions and success criteria Lunch 12:00-1:00 on own	13	2	Administrators should attend at minimum a portion of EACH professional learning
October 17 1:30-2:30	 Focus during school year English Learners Language Objectives Teacher Clarity - Learning Intentions and Success Criteria 	13	2	
Oct/Nov 8:00-2:30	Walk-through and debrief with site administrators	11	2	Required: Site Administrator *Principal *Vice Principal *Joanna
Nov 21 1:30-2:30	Focus during school year	13	2	

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January 8:00-2:30	Walk-through and debrief with site administrators	11	2	Required: Site Administrator *Principal *Vice Principal *Joanna
February 1:30-2:30	 Focus during school year English Learners Language Objectives Teacher Clarity - Learning Intentions and Success Criteria 	13	2	

Instructional support and classroom coaching for science, history, and RSP teachers

Focus for the school year

- English Learners
- Language Objectives
- Techer Clarity Learning Intentions and Success Criteria
- Data-driven Instruction

Three cycles

- Professional learning and lesson refinement
- Classroom coaching

Cycle #1	Professional learning and lesson refinement	4	Sub for each teacher
Oct 7			
8:00-11:00			
Cycle #1	Classroom coaching and debrief	4	
Oct 14			
8:00-2:30			
Cycle #2	Professional learning and lesson refinement	4	Sub for each teacher
Dec/Jan			
8:00-11:00			
Cycle #2	Classroom coaching and debrief	4	
Dec/Jan			
8:00-2:30			
Cycle #3	Professional learning and lesson refinement	4	Sub for each teacher
Feb/March			
8:00-11:00			
Cycle #3	Classroom coaching and debrief	4	
Feb/March 8:00-2:30			
April/May	Planning for 2020-2021	4	
8:00-11:00			

Instructional support and classroom coaching for English language arts teachers

Focus for the school year

- Program implementation MyPerspectives
- ELD instruction and language objectives
- Techer Clarity Learning Intentions and Success Criteria
- Data-driven instruction

Lesson Study - three cycles

At the beginning of each trimester (coincides with start of a unit)

Data Analysis - two cycles

- Early Oct (two department identified IABs, CAASPP, writing assessment)
- Early Feb (second admin of same two IABs from beginning of year and additional IABs)

Classroom coaching - four cycles

Aug 26	Program support and MyPerspectives implementation	3	
8:00-2:30	Focus: Program implementation Determine pacing and benchmark assessments for the year ELD and language objectives Considerations: New staff Applying lesson learned during first year of implementation		
Lesson Study Cycle #1 Sept 9 8:00-2:30	Trimester 1 begins Aug 29 Lesson study – planning day Plan lesson together	3	3 subs needed
Lesson Study Cycle #1 Sept 11 8:00-2:30	Lesson study – teach day Each teacher "teach" the lesson; debrief and refine lesson after each "teach"	3	2-3 subs needed
Coaching Day #1 Sept 16 8:00-2:30	Classroom coaching and debrief	3	
Data Analysis Day #1 Oct 11	 Data Analysis of 2 department identified IABs 7th: Info OR Literary Text; Language and Vocabulary 8th: Info OR Literary Text; Edit and Revise CAASPP MyPerspectives writing prompt used as writing assessment (Quick Write on p.9) 	3	3 subs needed

Coaching Day #2 Oct/Nov 8:00-2:30	Classroom coaching and debrief	3	
Cycle #2 Dec 9 8:00-2:30	Trimester 2 begins Dec 2 Lesson study – planning day Plan lesson together	3	3 subs needed
Cycle #2 Dec 8:00-2:30	Lesson study – teaching day Each teacher "teach" the lesson; debrief and refine lesson after each "teach"	3	2-3 subs needed
Coaching Day #3 January 8:00-2:30	Classroom coaching and debrief	3	
Data Analysis Day #2 Early Feb	 Data Analysis of Second administration of 2 department identified IABs 7th: Info OR Literary Text; Language and Vocabulary 8th: Info OR Literary Text; Edit and Revise All additional IABs 	3	3 subs needed
Cycle #3 Late March 8:00-2:30	Trimester 3 begins March 16 Lesson study – plan together Plan lesson together	3	3 subs needed
Cycle #3 Late March 8:00-2:30	Lesson study – teach Each teacher "teach" the lesson; debrief and refine lesson after each "teach"	3	2-3 subs needed
Coaching Day #4 March/April 8:00-2:30	Classroom coaching and debrief	3	
May 8:00-2:30	Planning for 2020-2021	3	3 subs needed

MEMORANDUM OF UNDERSTANDING, Agreement #20002

Instructional support and classroom coaching for Humanities/ELD teachers

Focus for the school year

- Program implementation Inside, Program 4
- ELD instruction and language objectives
- Techer Clarity Learning Intentions and Success Criteria
- Data-driven instruction

Three cycles

- Professional learning and lesson refinement
- Classroom coaching

Cycle #1 Sept 13	Classroom coaching (period 1) and debrief	1-2	Sub for each teacher
	Professional learning and lesson refinement		
8:00-2:30	(Site using Inside, Program 4)		
Cycle #2 Nov/Dec 8:00-2:30	Classroom coaching (period 1) and debrief Professional learning and lesson refinement	1-2	Sub for each teacher
Cycle #3 Jan/Feb 8:00-2:30	Classroom coaching (period 1) and debrief Professional learning and lesson refinement	1-2	Sub for each teacher
May 8:00-2:30	Planning for 2020-2021	1-2	Sub for each teacher



COMPUCLAIM, INC.

221 Third Street Newport, Rhode Island 02840

MEDI-CAL LEA BILLING OPTION PROGRAM

This Agreement ("Agreement") is made and entered this 3rd day of June 2016 and between the Sacramento City Unified School District ("local educational agency" or "SCUSD") having an address at 5735 47th Avenue, Sacramento, CA 95824, and CompuClaim, Inc. ("COMPUCLAIM") having an address at 221 Third Street, Newport, RI 02840 (individually "Party," together "Parties").

RECITALS

WHEREAS, COMPUCLAIM offers Medi-Cal LEA Billing Option (LBO) Claiming Services to California local education agencies; and

WHEREAS, SCUSD desires to utilize COMPUCLAIM's billing services; and

WHEREAS, the purpose and subject of this Agreement is limited to the provision of billing services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

- 1. COMMENCEMENT, DURATION, AND TERMINATION OF SERVICES
 - (A) This Agreement shall be effective on the date signed by both Parties and continue through the duration of the current fiscal year. SCUSD Obligations under subsections 3(A); 3(D); and (E), hereinafter defined, shall commence on July 1, 2016.
 - (B) The initial term of this agreement shall commence on July 1, 2016 and shall continue until June 30, 2017. This contract is automatically renewed at the beginning of each subsequent fiscal year for an additional twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than thirty (30) days prior to the renewal date.
 - (C) Either Party may terminate this Agreement in the event of material breach by the other Party after providing the breaching Party with a thirty (30) day period to cure the breach or the breach is not cured. If a cure is not possible, the Agreement may be terminated immediately.
 - (D) SCUSD may terminate this Agreement, with or without cause, upon thirty (30) days written notice to COMPUCLAIM, provided SCUSD pays all fees for services provided through the effective date of termination.



2. COMPUCLAIM OBLIGATIONS

- (A) <u>Eligibility Determination</u>. COMPUCLAIM will determine Medi-Cal eligibility and ascertain Medi-Cal identifier numbers for students served by SCUSD within limits imposed by California Department of Health Care Services ("DHCS") and county governments upon commencement of the LBO services, and monthly thereafter (An updated student extract will be provided by SCUSD and sent to CompuClaim for monthly tape match process). Determination of eligibility information will be retained by COMPUCLAIM and will be used solely to provide Medi-Cal billing services hereunder. COMPUCLAIM will provide SCUSD with the monthly returned Medi-Cal eligibility file in flat file format.
- (B) <u>Provider Logs</u>. COMPUCLAIM will provide to SCUSD specifically designed web-based provider logs and web-based LBO billing information for use by the SCUSD's healthcare providers in connection with the LBO program and this Agreement, but for no other purpose.
- (C) Training and Support. COMPUCLAIM will coordinate, schedule, and provide training, continuing education, and online support for SCUSD staff necessary for the preparation of data required for the submission of LBO claims to Medi-Cal. The training and continuing education shall occur as agreed by the Parties. COMPUCLAIM will maintain knowledge of current billing procedures, rules, and laws for California's LBO claiming program and knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to provisions of services under this Agreement.
- (D) <u>Data Input</u>. COMPUCLAIM shall be responsible for providing the online web-based data entry portal for healthcare service logs, student/class enrollment dates, and all information given to COMPUCLAIM by SCUSD and for electronic transmittal to the DHCS.
- (E) <u>Access to Data Entry Portal</u>. COMPUCLAIM shall provide a password(s) to the SCUSD for use by its designated employees and authorized personnel in connection with this Agreement.
- (F) Reporting of Unauthorized Disclosures or Misuse of Student Information. COMPUCLAIM, within one business day of discovery, shall report to SCUSD any use or disclosure of Student Information not authorized by the Agreement or in writing by SCUSD. COMPUCLAIM's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what COMPUCLAIM has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action COMPUCLAIM has taken or shall take to prevent future similar unauthorized use or disclosure. COMPUCLAIM shall provide such other information, including a written report, requested by SCUSD.



- (G) Return or Destruction of Student Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, COMPUCLAIM shall return all Student Information to SCUSD, or if return is not feasible as determined by SCUSD in written notice to COMPUCLAIM, destroy any and all Student Information
- (H) Review of Claims. COMPUCLAIM will review all claims data provided by SCUSD for accuracy based upon business rules.
- (I) <u>Claims Submittal.</u> COMPUCLAIM will make reasonable efforts to submit each Medi-Cal claim to DHCS within thirty (30) days of receipt from SCUSD of all information necessary for processing each claim. COMPUCLAIM will also make reasonable efforts to submit retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit. COMPUCLAIM will provide training for SCUSD to submit Medi-Cal Claims to DHCS.
- (J) Reports. COMPUCLAIM will provide SCUSD with the Billing Cycle Evaluation reports for the claims submitted to Medi-Cal.
- (K) Reviews and Audits. COMPUCLAIM will assist SCUSD to prepare for Center for Medicaid/Medicare Services and DHCS reviews and audits.

3. SCUSD OBLIGATIONS

(A) Input Data.

- (i) SCUSD shall provide COMPUCLAIM, on a timely basis, all forms, documentation, and data in a manner prescribed by COMPUCLAIM and required for the successful preparation, verification, and submission of claims. Information shall be provided by SCUSD so that it may be captured by COMPUCLAIM through the COMPUCLAIM services portal.
- (ii) Accurate, complete, and correct data necessary for COMPUCLAIM to perform its services hereunder shall be the sole responsibility of SCUSD. COMPUCLAIM shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by SCUSD.
- (iii) SCUSD shall notify COMPUCLAIM of any error and omission in information sent to COMPUCLAIM so that COMPUCLAIM may process a claim adjustment for submission to Medi-Cal.
- (B) <u>Training</u>. Arrange for SCUSD staff to attend in person or Web based training sessions.



- (C) <u>Contact Person</u>. SCUSD will provide a contact person who shall serve as a coordinator for all SCUSD activities. The designated person will work directly with COMPUCLAIM staff.
- (D) <u>Healthcare Provider Logs</u>. SCUSD will maintain complete and accurate online healthcare provider logs of all healthcare services provided by SCUSD and will maintain the logs on an up-to-date basis to allow COMPUCLAIM and or SCUSD to transmit billing to DHCS on a weekly, bi weekly or monthly basis.
- (E) <u>Computer File</u>. Upon commencement of the Agreement and monthly thereafter, SCUSD will provide COMPUCLAIM with a computer file in a format specified by COMPUCLAIM of all student data requested by COMPUCLAIM from SCUSD's computer systems or from the computer system of the individual schools SCUSD comprises.
- (F) Designation and Responsibilities of SCUSD for Its Authorized Users. SCUSD shall designate those employees and other personnel ("Users") who shall be given access to its web portal. SCUSD shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web portal as set forth in this Agreement. SCUSD shall be responsible for any unauthorized use by its employees and other personnel. SCUSD agrees that unauthorized use of passwords issued by COMPUCLAIM is prohibited. SCUSD understands that that Users and the SCUSD may be held liable for any unauthorized use and distribution of passwords.

4. PAYMENT

- (A) COMPUCLAIM shall submit to SCUSD a monthly invoice for an annual licensing fee upon signing of contract agreement, and on July 1st of each subsequent fiscal year, (See accompanying pricing in Attachment A).
- (B) Obligations incurred as a result of this Agreement from services provided by COMPUCLAIM to SCUSD remain the responsibility of SCUSD whether or not LBO funds are recovered by SCUSD due to no fault of the COMPUCLAIM or the SCUSD.

5. OWNERSHIP OF PROGRAMS, MATERIALS AND RECORDS

All computer hardware supplied by COMPUCLAIM, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by COMPUCLAIM or its contractor(s) in connection with its systems, and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between COMPUCLAIM, its contractors and SCUSD, the sole and exclusive property of COMPUCLAIM or its contractors. SCUSD agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All student records, medical records, claims, and other



student and medical data developed by SCUSD or jointly by COMPUCLAIM and SCUSD shall remain the property of SCUSD. Upon termination, cancellation, expiration or other conclusion of the Agreement, COMPUCLAIM shall return all student, provider, claim, notes/authorizations and IEP data to SCUSD, or if return is not feasible as determined by SCUSD in written notice to COMPUCLAIM, destroy any and all.

6. CONFIDENTIALITY

- (A) The Parties agree that because of the proprietary nature of the software and training materials and the confidential nature of student records and medical information, it is essential that all information, data, and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent required by law and each Party agrees not to reproduce, disclose, or relinquish any data, information, or materials to any Party other than an authorized representative of the other Party except if the information is public information under the California Public Records Act, and except as required by law.
- (B) The Parties agree that because of the unique nature of the data and/or information and/or materials to be transmitted, money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party, and therefore, the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.
- (C) COMPUCLAIM is designated as a "school official" for SCUSD and shall keep student records confidential as required under state and federal law. COMPUCLAIM will maintain and use commercially reasonable administrative, technical, and physical security measures to preserve the confidentiality of electronically maintained data received from SCUSD.
- (D) COMPUCLAIM is the licensee of certain software and billing tools including, but not limited to, a web portal. COMPUCLAIM shall allow the SCUSD to use the licensed software and/or billing tools on the condition that the SCUSD also agrees to be bound by and comply with the licensee's obligations as set forth in Section 9 of the Vendor Agreement. Section 9 of the Vendor Agreement is attached hereto and incorporated herein as Exhibit "A."
- (E) Confidentiality requirements for Vendor with respect to student records are contained in Schedule C of the Vendor Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "B."

7. COMPLIANCE WITH LAWS; HIPAA; FERPA

The Parties shall both comply with any and all applicable laws and regulations governing the conduct of their respective businesses, including, without limitation, (1)



confidentiality and rights of review of educational and medical records to the extent applicable, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U. S.C. 1232g and 34 C.F.R. Part 99, as amended, and (ii) transaction and code data standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R, Part 162, as amended.

8. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

COMPUCLAIM and SCUSD shall each defend, indemnify, and hold the other Party and its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys' fees and other related costs and expenses.

9. ERRORS AND OMISSIONS

It is recognized by the SCUSD that errors in processing Medicaid claims may occur, resulting in the disallowance of claims and/or demands that the SCUSD return funds paid to it by Medicaid and/or the California Department of Healthcare Services. The disallowance of claims and/or demands for return of funds paid may be the result of human error, whether by the SCUSD or COMPUCLAIM, but may also be the product of existing ambiguities in the laws and regulations regarding the appropriate manner of processing claims and/or eligibility for reimbursement for various types of services. Accordingly, while COMPUCLAIM will use its best efforts to process the SCUSD's claims and to remedy any defects, the SCUSD will indemnify, defend, and hold COMPUCLAIM harmless for any and all disallowance of claims; and any and all demands, claims, suits, actions or judgments for return of Medicaid and/or Department of Healthcare Services funds arising out of COMPUCLAIM's good faith performance of its duties under this contract. It is further agreed by and between the parties that in the event that the SCUSD is required to return Medicaid and/or Department of Healthcare Services funds due to inaccurate information provided by the district to COMPUCLAIM, any portion of those amounts that were paid to COMPUCLAIM as compensation for COMPUCLAIM's provision of services under this contract will be non-refundable.

In the event the SCUSD is required to return funds to Medicaid and/or the Department of Healthcare Services due to an error directly attributable to COMPUCLAIM, the SCUSD agrees that its remedy shall be limited to a return of fees paid to COMPUCLAIM for the claim that contained such error. During the course of this contract COMPUCLAIM will maintain an active Errors and Omissions Policy.



10. INTELLECTUAL PROPERTY

If, in the performance of this contract, the SCUSD its employees, agents and servants are given access to information that COMPUCLAIM considers confidential, the rights and obligations of the parties with respect to such information shall be governed by the terms and conditions set forth below.

- A. For the purposes of this contract, "Confidential Information" is information of any kind, disclosed by COMPUCLAIM to the SCUSD, its employees, agents, and servants and is identified by appropriate marking as confidential at the time of disclosure. In the event that Confidential Information must be disclosed visually or orally, these obligations shall apply only to that information which is confirmed as being confidential in writing by COMPUCLAIM within ten (10) working days of the disclosure.
- B. It is agreed by COMPUCLAIM and the SCUSD that the obligations of confidentiality shall not attach to information which:
 - 1. is publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the SCUSD;
 - 2. was known to the SCUSD prior to the date of the Agreement or becomes known to the SCUSD thereafter from a third party having an apparent bona fide right to disclose the information;
 - 3. is disclosed by the SCUSD in accordance with the terms of COMPUCLAIM's prior written approval;
 - 4. is disclosed by COMPUCLAIM without restriction on further disclosure;
 - 5. is independently developed by SCUSD;
 - The SCUSD is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, or state or federal law, provided that the SCUSD promptly notifies COMPUCLAIM.
- C. The SCUSD shall use COMPUCLAIM's Confidential Information solely for the purpose of performing its obligations under this contract. The SCUSD agrees to make Confidential Information available only to the SCUSD employees, agents, or servants who require access to it in the performance of this contract, and to inform them of the confidential nature of such information. The SCUSD shall exert reasonable efforts to maintain such information in confidence. The SCUSD shall immediately, upon discovery of any disclosure not authorized hereunder, notify COMPUCLAIM and take reasonable at SCUSD to prevent any further disclosure or unauthorized use. These obligations shall survive the termination of this contract. At the termination of this contract, the SCUSD agrees to promptly return any and all materials marked as confidential in accordance with subsection A above.



11. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

COMPUCLAIM shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of COMPUCLAIM. COMPUCLAIM's liability, under this Agreement, is limited to the amount paid by SCUSD for the services under this Agreement. COMPUCLAIM shall not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

12. WARRANTY LIMITATION

COMPUCLAIM makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

13. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, the Stanislaus County Superintendent of Schools, who hires the staff for the COMPUCLAIM and functions as the administrative unit of the COMPUCLAIM, shall be the employer for COMPUCLAIM staff and shall bear the responsibility of providing workers' compensation insurance or coverage for its employees providing COMPUCLAIM services covered by this Agreement.

14. GENERAL

- (A) <u>Effect of Recitals</u>. The Recitals above are deemed true and correct are hereby incorporated into this paragraph as though fully set forth herein, and SCUSD and COMPUCLAIM acknowledge and agree that they are bound by the same.
- (B) <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties for the provision of LBO services by COMPUCLAIM.
- (C) <u>Successors</u>. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective Parties hereto. Each Party agrees that there are no third-party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party.
- (D) Attorneys' Fees. In the event that COMPUCLAIM or SCUSD commences a legal proceeding, each Party shall pay its own legal fees.
- (E) <u>Severability</u>. In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed



severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

- (F) <u>Notices</u>. Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- (G) <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of California, as applicable.
- (H) Anti-Fraud and Abuse. Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state, and local laws, and regulations and directives concerning Medicare/Medicaid and Medi-Cal SCUSD billing and other medical reimbursement, fraud, and abuse limitations. To the extent anything contained herein violates any of the above laws, statutes, regulations, or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- (I) <u>Survival of Non-disclosure Obligation</u>. The obligation of non-disclosure and confidentiality in this Agreement shall survive the termination of the Agreement and shall be in full force and effect notwithstanding such expiration or termination.
- (J) <u>Descriptive Headings</u>. The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- (K) <u>Amendments</u>. This Agreement may only be modified amended by a written document executed by both SCUSD's governing board and COMPUCLAIM.

15. SCUSD GOVERNING BOARD AUTHORIZATION

SCUSD affirms that the individual signing on behalf of the SCUSD below is authorized by the Governing Board to execute this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

BY:	SACKAMENTO CITY UNIFIED SCHOOL DISTRICT
Signature	
Name:	Gerardo Castillo
Title:	Chief Business Officer
Date:	June 14, 2016
BY:	COMPUCLAIM, INC
Signature:	(Algoria
Name:	Peter Carson
Title:	President
Date:	E/8/16



PRICING PROPOSAL

Based on the current needs of the SCUSD CompuClaim proposes the following pricing:

Description	Cost	Total Cost
Annual licensing	\$72,500	\$72,500 invoiced on a monthly
fee		basis upon signing of contract.
		Beginning July 1, 2016: Monthly invoices of \$6041.67
Shared Billing	\$15,000	* \$0
Management		This additional management
between		fee will be waived during the
CompuClaim and SCUSD		length of contract agreement between CompuClaim and
and SCOSD		SCUSD
**IEP Validation	\$10,000	\$0
Tool		IEP Validation Tool fee will be waived during the length of
		contract agreement between
		CompuClaim and SCUSD.
Installation Fee	Price is inclusive of set up, data	\$0
	integration, webinar training, and testing to California DHCS Medicaid	
	fiscal intermediary	
On-site	3 day onsite training included.	\$0.00
Administrator and Provider	Additional days at \$1,500 per day.	
Training	manionar days at writing per day.	
	Travel, meals, and lodging not	T.B.D.
181-11	included	
Web based training	\$0 Includes training of additional staff as	\$0
sessions	needed	
***Additional	All additional customization requests	\$180 per hour depending on
customization	will be indicated in a change request	complexity of change request.
	and will be considered new	
	development	

Pricing determined by Student Special Education count, number of providers, schools to include onsite and web based training, all configuration as outlined in proposal including:

• Through shared billing management services currently captured on paper logs for input into the service portal will be entered by SCUSD ADMIN. staff.



- Through shared billing management outstanding claims for the 2015-2016 year can be provided to CompuClaim for submission in approved format requiring specific data fields.
- ** IEP Validation Tool anticipated rollout for end of October 2016

Installation includes configuration of SCUSD proposal.

- · Group student schedule sessions under development for the new school year.
- Transportation to include mileage and total trips can be extracted from electronic transportation software currently used by SCUSD. Paper attendance logs will be entered by SCUSD staff in the service portal.
- All state changes are configured at no charge to the district through the contract agreement
- Currently under review uploading documents as PDF files no current anticipated completion date.

***Additional functionality not outlined in current proposal requires a needs assessment and change request as agreed upon by both the district and CompuClaim.



July, 1, 2019

Sacramento City Unified School District Service-Level Agreement Program (SLA)

This agreement provides the Sacramento City Unified School District with the services listed below for the period of twelve months: July 30, 2019 - July 30,2020.

Websites covered by this agreement

SCUSD District Website

The Sacramento City Unified School District primary website is currently utilizing the Digital Deployment CMS and is covered under this agreement: www.scusd.org

Individual Schools Websites

In addition to services for the District's primary website, this agreement calls for up to eighty (80) additional schools websites. Additional websites beyond a total of 80 may be added without additional charge by Digital Deployment depending on the District's needs. The following seventy (70) schools are currently utilizing the Digital Deployment CMS and are covered under this agreement:

California Middle School

Cesar E. Chavez Intermediate School

Isador Cohen Elementary

John F. Kennedy High School

William Land Elementary

Martin Luther King, Jr. K-8

A.M. Winn Elementary School

Edward Kemble Elementary

Genevieve Didion K-8

Hollywood Park Elementary School

Matsuyama Elementary School

Nicholas Elementary School

West Campus High School

Will C. Wood Middle School

Family Academy

H.W. Harkness Elementary School

John Cabrillo Elementary School

Oak Ridge Elementary School

Rosa Parks Middle School

Arthur A. Benjamin Health Professions High School

John Still Middle School

Mark Hopkins Elementary School

Peter Burnett Elementary School

Sequoia Elementary School

Sacramento Pathway to Success

Abraham Lincoln Elementary School

Bowling Green Charter McCoy Academy

Camellia Basic Elementary School

Caroline Wenzel Elementary School

John D. Sloat Basic Elementary School

Maple Elementary School

O.W. Erlewine Elementary School

Pacific Elementary School

Tahoe Elementary School

Washington Elementary School

Woodbine Elementary School

Clayton B. Wire Elementary School

Ethel I. Baker Elementary School

Ethel Phillips Elementary School

Golden Empire Elementary School

Hubert H. Bancroft Elementary School

John Morse Therapeutic Center

Joseph Bonnheim Elementary School

Kit Carson Middle School

Mark Twain Elementary School

Edward Kemble Elementary

Leonardo De Vinci K-8 School

C.K. McClatchy High School

Earl Warren Elementary School

Bowling Green - Chacon Language and Science Academy

Sutterville Elementary School

James Marshall Elementary School

Youth Development Support Services

Luther Burbank High School

WorkAbility

Sam Brannan Middle School

David Lubin Elementary School

Albert Einstein Middle School

Charles A. Jones Career & Education Center

Elder Creek Elementary School

Fern Bacon Middle School

SUCCESS Academy

Susan B. Anthony Elementary School

Caleb Greenwood Elementary School

Sutter Middle School

Pony Express Elementary School

Parkway Elementary

John Bidwell Elementary School

Rosemont High School

Sacramento New Technology High School

SCUSD School - Leataata Floyd Elementary

George Washington Carver School of Arts & Science

Crocker/Riverside Elementary

Fern Bacon Middle School

Theodore Judah Elementary School

The Service-Level Agreement Program (SLA)

Digital Deployment is committed to quality, standardization, collaboration, and reliability. We are proud to offer a Service-Level Agreement program (SLA) that delivers support in a way that is consistent with these values.

Our SLA program provides timely responses to support requests, ongoing quality assurance, workshops for ongoing education, highly-available hosting, and routine upgrades that provide new content management features and keep your website performing well for site visitors. It also offers several truly different advantages over traditional hourly bill-for-service agreements:

- An all-inclusive program at a flat rate
- A warranty for issues that may arise with the website, creating a financial incentive for Digital
 Deployment to build an error-free product. (Compare this to other models which charge to repair
 problems and resolve issues.)
- Includes continuous development of new features and functionality, ensuring that a Digital Deployment website will not be technologically obsolete in a few years
- Website is continually upgraded with the latest security updates
- Includes ongoing workshops and an interactive knowledge base to better leverage the site's technology and website best-practices
- Automatic enrollment

At the completion of Phase 5, each client is automatically enrolled in the SLA program. Clients are then billed at the beginning of the next month a fixed monthly fee, and may cancel at anytime.

What's included in the Service Level Agreement program?

- **Site hosting:** Hosting and monitoring of your site, ensuring fast page load times, site stability and 99.9% uptime.
- Regular backups and restoration service: All site content (both application and data) backed
 up at least once every 24 hours and held for 7 days, enabling "rollback" in the event of corruption
 or damage to the site.
- **Service-level support responses:** Provides timely responses to support requests within predefined time periods.
- Site upgrades: Bug fixes, Drupal security patches, and routine updates to your site.
- **New features:** Install new platform-wide features and improve existing features on a monthly update schedule.
- Idea forum: Forum where clients can discuss ideas and collaborate with our developers and
 product design team for new features or improvements to the CMS. Digital Deployment
 continuously evaluates discussions of new features and improvements, and may develop those
 that benefit the larger community of clients like you.
- **Mobile platform:** Full mobile functionality for your site learn more at www.digitaldeployment.com/mobile.
- Compatibility testing and browser support: Includes required theme adjustments to accommodate new browsers if necessary.
- Site effectiveness and traffic analytics: Allows the tracking of site performance and goals.
- **Personalized training and/or consulting:** One 2-hour session per quarter included, additional available for a fee.

Site hosting. Digital Deployment will provide hosting services for your website at no cost. You can request a backup file of your site at any time, which can be used to upload to a new hosting provider. Our

monitoring services ensure fast page load times, site stability and 99.9% site uptime (as measured over any 12-month period) for all SLA clients.

Daily backups. All site content (both application and data) is backed up each day and held for 7 days, enabling a fast "rollback" in the event of corruption or serious damage to the site.

Service-level support agreement. Support is defined as getting timely help resolving a problem with normal site operation, including, but not limited to, problems adding content to the site, site errors or warning messages, or any feature that has suddenly stopped working. Problems are reported to Digital Deployment through the client support interface so they are documented and can be quickly assigned to a support technician. Support requests are stored electronically so they are available to any designated person in the organization for later reference. SLA clients will receive a response within our SLA guidelines based upon the priority level of each submitted ticket.

Site upgrades. Digital Deployment will install updates to the content management system when appropriate. Exceptions include custom modules, third-party scripts, or modules no longer supported by the open-source community, although such exceptions are rare.

Standard features. Digital Deployment will install new platform-wide standard features and improve existing features at its discretion, on a monthly development cycle. After a new feature has been standardized and thoroughly tested, it will be added to your site at no charge.

Idea Forum. Clients have the ability to request new features or improvements to their sites in our forum. This allows the entire Digital Deployment community to collaborate on the best way to implement new functionality that will benefit multiple clients. SLA clients receive free implementation of the suggestion/feature if it becomes standard.

Mobile platform. The completely custom DD Mobile platform is available only as a service, and only to SLA customers. Clients not on an SLA will still have a website that functions on mobile devices, but they will not have the use of the mobile-enhanced version.

Post-launch accessibility, compatibility, and browser support. Digital Deployment strives to continuously improve the site's structure to better comply with web standards. Upon request, Digital Deployment will provide printed certification from the World Wide Web Consortium (W3C) and content quality.com demonstrating that Client's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web Access Initiative to protect the Client from liability arising from having an inaccessible website. Example of accessibility, compatibility, and browser support issues: When the iPad was released in April 2010, it handled embedded video differently than other devices, such that videos would not play. Digital Deployment worked to resolve the issue at no cost to SLA clients, making uploaded video playable on the iPad a standard feature.

Site effectiveness and traffic analytics. The Client's website will give the Client the ability to create and organize content in such a way to improve search engine rankings, and make content on the site more relevant to search terms likely to be used by potential site visitors in search engine queries. Specifically, the Client's website gives Client the ability to create and manage specific language used by search engines to index and rank website content, including visible and invisible "tags" such as keywords and meta-tags (non-visible index terms). This will enable major Internet search engines to better connect potential site visitors to material on the Client's website. Digital Deployment will update the Google Analytics tracking script on all pages if a new version becomes available, will provide training on how to use Google Analytics for monitoring site traffic to improve understanding of site visitors and their behavior on the Client's website (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines). Digital Deployment will also provide ongoing improvements to the website architecture to optimize for traffic to the site in an effort to improve the site's search rank. This means ensuring the site adheres to best practices: keyword-rich page titles and paths, compliance with web standards, and continually making under-the-hood improvements to the semantic structure of the site.

Ongoing training and knowledge base. Digital Deployment may provide comprehensive in-depth professional development courses and/or webinars on specialized topics including, but not limited to: jumpstart training, content management 101, mobile platform training, publishing best practices, writing for search engine performance, Google Analytics, intro to social media and web 2.0 channels. Workshops are available on a first-come, first-serve basis when offered.

Digital Deployment will also provide SLA clients with access to its knowledge base, including frequently updated articles, expert tips and tricks, in-depth help, and industry best-practices.

Personalized training and/or consulting. For a fee, additional training and/or consulting is available as online or in-person sessions on any web-related topic relevant to the attendees, depending on the topic, presenter(s), and is subject to Digital Deployment staff availability. Clients must be actively enrolled in a SLA in order to qualify for personalized training or consulting.

Liability. By enrolling in our SLA program, the Client accepts responsibility for the content it publishes on its website and agrees to monitor the site to ensure the content on the site is appropriate and does not pose a risk to the Client. In return, Digital Deployment accepts responsibility for maintaining the website infrastructure and will take reasonable measures to ensure that installed software is kept current, that security patches are applied in a timely manner, and that any problems with the website infrastructure are quickly resolved.

SLA program subject to change. The details of Digital Deployment's SLA program are subject to change. Up-to-date program details are always available at http://www.digitaldeployment.com/sla.

Each monthly invoice will provide the following information:

- A complete list of all the individual schools currently covered by this agreement
 - School name
 - Sandbox URL
 - Live URL
 - DNS hosted by
 - SCUSD site ID
 - Full site ID
 - CNAME
- All relevant updates to the SCUSD CMS platform

Termination and Reinstatement of SLA

Clients who wish to terminate their SLA may do so at anytime with no cancellation fee. If the SLA is terminated, only website hosting will be provided. Services would therefore be limited to the following options, available exclusively by using the contact form at http://www.digitaldeployment.com/contact

- Receiving hosting-related information
- Requesting SLA reinstatement
- The ability to request new features or improvements to their sites. However, non-SLA sites will
 not be able to receive the new feature or improvement unless they become an SLA site and the
 improvement becomes standard.

Note that all other aspects of the program, including the mobile platform (which is provided as a service), will not be available if the SLA program is terminated.

Security updates and other updates are not available for hosting only clients and responses to the inquiries mentioned above can be expected by the end of business on the next business day.

Clients who have terminated their SLA and wish to reinstate the program may be subject to a reinstatement fee to cover the development time required to bring their site back up-to-date.

Sustainability and Corporate Social Responsibility. By contracting with Digital Deployment, you are supporting a privately-owned, debt-free small business. We support many of our community's non-profit organizations. We provide living salaries, family-friendly hours, and comprehensive health benefits to all our employees; use energy-efficient and environmentally-friendly technology; and we contribute to the open-source community. Thank you for your support.

Service Agreement

I wish to execute this website Service Level Agreement between Digit	al Deployment, Inc., and
Sacramento City Unified School District to provide the deliverables ou	tlined in this document for a monthly
fee of \$8,000.	
Consequence City Unified Cohool District	 Date
Sacramento City Unified School District	Date
-711=0 (0.	
Mac Clemmen	July 1, 2019
Michael A. Clemmens, CEO Digital Deployment, Inc.	Date
Digital Deployment, IIIc.	



MEMORANDUM OF UNDERSTANDING

Agreement #20000 2019-2020

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "**SCOE**," and **Woodbine Elementary School**, hereinafter referred to as "**School**."

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **School** in regard to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOE.

A. SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact: Services provided by:

Becky Sullivan Melissa Hilleby (916) 228-2220 (916) 228-2553 bsullivan@scoe.net mhilleby@scoe.net

2. Provide the following service:

Site-based support for teaching ELA/ELD first instruction and intervention. Support to include four pre-service collaboration support days, monthly administrator support, three rounds, per grade level, of planning/data review/coaching with feedback, two rounds, per grade level, of academic conferences, eight days of SIPPS coaching (four rounds per SIPPS teacher), six FLEX days to be used determined based on need in the areas of ELD and/or SIPPS planning. See Exhibit A, for schedule and details, which is attached hereto and incorporated by reference.

Location of the service

Woodbine Elementary School

2500 52nd Avenue

Sacramento, CA 95822

- 3. SCOE will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
- Provide an evaluation of services.
- 5. Provide training materials. Any and all training material are the exclusive property of SCOE. **School** and its agents must obtain written permission from SCOE before it disseminates, markets, or otherwise uses the training materials.
- 6. Invoice **School** within 30 days of execution of this MOU:

Woodbine Elementary School 2500 52nd Avenue Sacramento, CA 95822

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B. School agrees to:

1. Provide a primary contact person for all work under this MOU.

Chase Tafoya (916) 433-5358 chase-tafoya@scusd.edu

- 2. Ensure the site principal/district representative is present during services.
- 3. Participate in an evaluation of services.
- 4. Provide facility for training.
- 5. Provide SCOE with a copy of attendance sign-in sheet upon request.
- 6. Provide the audio-visual equipment and table supplies.
- 7. Provide requested materials for participants (e.g., Teacher's Edition).

C. Fiscal: School agrees to pay SCOE \$100,100 within 60 days of invoicing.

D. General Provisions

- 1. <u>Indemnity</u>. Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
- 2. <u>Independent Agents.</u> This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- 3. <u>Nondiscrimination</u>. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- **4.** <u>Insurance.</u> All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

MEMORANDUM OF UNDERSTANDING, Agreement #20000

5. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento C Nancy Herota, Assistant Supe	Ed.D.	f Education cational Services	Woodbine Elementary School Sacramento City Unified School District Chase Tafoya, Principal			
Signature		Date	Signature	Date		
Director Approval	Date	_				
Director Approval	Data					

Exhibit A Woodbine Elementary School

		Attend		Notes		
Date	Support Description	Т	Α	1		
	Pre-Service Collaboration Support					
8/13/19	Goal Setting/Data Review	14	2	Planning areas will include daily schedules and minutes, assessment cycles and beginning of year assessments, ELD instruction, SIPPS alignment with grade level CCSS. Teachers will need student profile cards, data points.		
8/14/19	Kindergarten-AM, 1st Grade-PM	4	2	See above		
8/15/19	2 nd Grade-AM, 3 rd Grade-PM	4	2	See above		
8/16/19	4 th Grade-AM, 5 th /6 th Grade-PM	4	2	See above		
	Monthly Principa	ıl Sup	port			
9/17/19	Principal Support-Classroom Observations with Debrief	14	2	Required: Principal Recommended: Assistant Principal		
10/8/19	Principal Support-Classroom Observations with Debrief	14	2	See above		
11/5/19	Principal Support-Classroom Observations with Debrief	14	2	See above		
12/10/19	Principal Support-Classroom Observations with Debrief	14	2	See above		
1/7/20	Principal Support-Classroom Observations with Debrief	14	2	See above		
2/11/20	Principal Support-Classroom Observations with Debrief	14	2	See above		
3/3/20	Principal Support-Classroom Observations with Debrief	14	2	See above		
3/31/20	Principal Support-Classroom Observations with Debrief	14	2	See above		
5/5/20	Principal Support-Classroom Observations with Debrief	14	2	See above		
	Round 1 Benchmark Advance Planning/Co	llabor	ation	/Coaching with Feedback		
9/23/19	Kindergarten Planning/Collaboration	2	2	2 Subs Needed Required: All grade level teachers Recommended: Site Administrators		
9/24/19	Kindergarten Coaching with Feedback	2	2	2 Subs Optional Required: All grade level teachers Recommended: Site Administrators		
9/25/19	1st Grade Planning/Collaboration	2	2	2 Subs Needed Required: All grade level teachers Recommended: Site Administrators		
9/26/19	1 st Grade Coaching with Feedback	2	2	2 Subs Optional Required: All grade level teachers Recommended: Site Administrators		
10/1/19	2 nd Grade Planning/Collaboration	2	2	2 Subs Needed Required: All grade level teachers Recommended: Site Administrators		

10/2/19	2 nd Grade Coaching with Feedback	2	2	2 Subs Optional
10/2/10	2 Grade Coderning With Feedback	_	_	Required: All grade level teachers
				Recommended: Site Administrators
10/9/19	3rd Grade Planning/Collaboration	2	2	2 Subs Needed
	g =			Required: All grade level teachers
				Recommended: Site Administrators
10/11/19	3rd Grade Coaching with Feedback	2	2	2 Subs Optional
	3			Required: All grade level teachers
				Recommended: Site Administrators
10/16/19	5 th Grade Planning/Collaboration	2	2	2 Subs Needed
				Required: All grade level teachers
				Recommended: Site Administrators
10/18/19	5 th Grade Coaching with Feedback	2	2	2 Subs Optional
				Required: All grade level teachers
		_		Recommended: Site Administrators
10/22/19	4 th Grade Planning/Collaboration	2	2	2 Subs Needed
				Required: All grade level teachers
40/00/40	ath O I O I I I I I			Recommended: Site Administrators
10/23/19	4 th Grade Coaching with Feedback	2	2	2 Subs Optional
				Required: All grade level teachers
10/29/19	Cth Crada Diamina/Callabaration	2	2	Recommended: Site Administrators 2 Subs Needed
10/29/19	6 th Grade Planning/Collaboration	2	2	
				Required: All grade level teachers Recommended: Site Administrators
10/30/19	6 th Grade Coaching with Feedback	2	2	2 Subs Optional
10/30/19	Grade Coaching with Feedback	_		Required: All grade level teachers
				Recommended: Site Administrators
	Round 2 Benchmark Advance Planning/Co	llabor	ation/(
12/2/19	Kindergarten Planning/Collaboration	2	2	See Round 1
12/3/19	Kindergarten Coaching with Feedback	2	2	See Round 1
11/6/19	1st Grade Planning/Collaboration	2	2	See Round 1
11/8/19	1st Grade Coaching with Feedback	2	2	See Round 1
11/13/19	2 nd Grade Planning/Collaboration	2	2	See Round 1
11/15/19	2 nd Grade Coaching with Feedback	2	2	See Round 1
11/18/19	3 rd Grade Planning/Collaboration	2	2	See Round 1
11/19/19	3 rd Grade Coaching with Feedback	2	2	See Round 1
12/17/19	5 th Grade Planning/Collaboration	2	2	See Round 1
12/18/19	5 th Grade Coaching with Feedback	2	2	See Round 1
1/8/20	4 th Grade Planning/Collaboration	2	2	See Round 1
1/10/20	4 th Grade Coaching with Feedback	2	2	See Round 1
1/21/20	6 th Grade Planning/Collaboration	2	2	See Round 1
1/22/20	6 th Grade Coaching with Feedback	2	2	See Round 1
	Round 3 Benchmark Advance Planning/Co	llabor	ation/	
1/28/20	Kindergarten Planning/Collaboration	2	2	See Round 1
1/29/20	Kindergarten Coaching with Feedback	2	2	See Round 1
2/5/20	1st Grade Planning/Collaboration	2	2	See Round 1
2/7/20	1st Grade Coaching with Feedback	2	2	See Round 1
2/19/20	2 nd Grade Planning/Collaboration	2	2	See Round 1
2/21/20	2 nd Grade Coaching with Feedback	2	2	See Round 1
2/26/20	3 rd Grade Planning/Collaboration	2	2	See Round 1
2/28/20				
	3rd Grade Coaching with Feedback	2	2	See Round 1
3/4/20	3 rd Grade Coaching with Feedback 5 th Grade Planning/Collaboration	2 2 2	2 2 2	See Round 1 See Round 1

MEMORANDUM OF UNDERSTANDING, Agreement #20000

3/18/20	4 th Grade Planning/Collaboration	2	2	See Round 1	
3/20/20	4 th Grade Coaching with Feedback	2	2	See Round 1	
3/24/20	6 th Grade Planning/Collaboration	2	2	See Round 1	
3/25/20	6 th Grade Coaching with Feedback	2	2	See Round 1	
	Round 1 Academic	Confe	rence	s	
12/4/19	3 rd , 4 th , 5 th , 6 th Grades (90-120 minutes per	8	2	With subs or after school	
	grade level assessment/data review)			Required: All grade level teachers,	
				principal, assistant principal	
12/6/19	Kindergarten, 1 st , 2 nd Grades (90-120 minutes	6	2	See above	
	per grade level assessment/data review				
	Round 2 Academic	Confe			
3/30/20	3 rd , 4 th , 5 th , 6 th Grades (90-120 minutes per	8	2	See above	
	grade level assessment/data review)				
4/1/20	Kindergarten, 1 st , 2 nd Grades (90-120 minutes	6	2	See above	
	per grade level assessment/data review				
	SIPPS Coa		1		
10/4/19	SIPPS Coaching Round 1	8	2	Roving Sub needed for Debriefing	
				Required: All SIPPS teachers	
				Recommended: Principal, Assistant	
10115110				Principal	
10/15/19	SIPPS Coaching Round 1	8	2	See above	
12/11/19	SIPPS Coaching Round 2	8	2	See above	
1/14/20	SIPPS Coaching Round 2	8	2	See above	
2/12/20	SIPPS Coaching Round 3	8	2	See above	
2/27/20	SIPPS Coaching Round 3	8	2	See above	
3/13/20	SIPPS Coaching Round 4	8	2	See above	
3/17/20	SIPPS Coaching Round 4	8	2	See above	
ELD/SIPPS Planning FLEX Days					
1/17/20	FLEX-based on need	8	2	To be determined based on need	
2/4/20	FLEX-based on need	8	2	See above	
4/22/20	FLEX-based on need	8	2	See above	
4/29/20	FLEX-based on need	8	2	See above	
5/1/20	FLEX-based on need	8	2	See above	
5/6/20	FLEX-based on need	8	2	See above	