



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: October 15, 2020

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

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

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>NUTRITION SERVICES</u>		
Share Our Strength No Kid Hungry Campaign A21-00034	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$150,000
<p>9/21/20 – 12/31/21: The purpose of this grant is to support Nutrition Services' critical work to end childhood hunger by increasing participation in the curbside meal service. Direct mailers, signage, uniforms and banners will notify District families which sites are open, how to access meals and how to stay safe while receiving meals. Technology funding will allow the department to move point of sale operations curbside to verify student eligibility and enrollment when required.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
Office Depot R21-01349	Purchase of 10,000 HP Chromebook 11A G8 Education Edition laptops for student use for distance learning. Purchasing Services finds it is in the best interest of the District to utilize National Intergovernmental Purchasing Alliance (National IPA) Cooperative Purchasing Agreement #R160204 between Region 4 Education Service Center and Office Depot. Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. As a government entity, the District is able to piggyback on this agreement and purchase directly from Office Depot under the same terms, conditions and pricing.	\$2,620,000 CARES Act Funds
Utilizing National IPA Cooperative Purchasing Agreement #R160204		
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
T-Mobile USA, Inc. R21-01307	9/24/20 – 9/23/21: Purchase of 700 mobile hotspots and one year of service, for student use for distance learning. Purchasing Services finds it is in the best interest of the District utilize the National Association of State Procurement Officials (NASPO) Cooperative Purchasing Agreement #1907 between T-Mobile USA, Inc. and the State of Nevada. Upon expiration of agreement #1907 on 12/31/20, it will be replaced with agreement #MA176, with the State of Utah as the lead agency, from 1/1/21 forward with the same terms, conditions, and pricing. Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. As a government entity, the District is able to piggyback on this agreement and purchase directly from T-Mobile under the same terms, conditions and pricing.	\$168,000 CARES Act Funds
Utilizing NASPO Cooperative Purchasing Agreement #1907 9/24/20-12/31/20 and Agreement #MA176 1/1/21-9/23/21		
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

FACILITIES SUPPORT SERVICES

Staples
R21-01390

Utilizing Sourcewell Cooperative Purchasing Agreement #121919-SCC

New Contract:
 Yes
 No

Furniture including lab tables, desks, workstations, and stools for the newly renovated Science Wing at Luther Burbank High School. Purchasing Services finds it is in the best interest of the District to utilize the Sourcewell Cooperative Purchasing Agreement #121919-SCC between Staples and Sourcewell, formerly NJPA (National Joint Powers Authority). Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts awarded by Sourcewell are based on quality, proven performance, and pricing. As a government entity, the District is able to piggyback on this agreement and purchase directly from Staples under the same terms, conditions and pricing.

\$221,170
Measure Q
Funds

AMS.net
R21-01621

Utilizing Merced FOCUS JPA Contract #2015109

New Contract:
 Yes
 No

Cisco networking equipment, wiring and installation for the new Central Kitchen. Purchasing Services finds it is in the best interest of the District to utilize the Merced Fast Open Contracts Utilization Services (FOCUS) Contract #2015109 between Merced County and AMS.net pursuant to California Government Code Sections 6500-6536. Joint powers agreements, as authorized by the above Government Code and Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. As a government entity, the District is able to piggyback on this agreement and purchase directly from AMS.net under the same terms, conditions and pricing.

\$105,904
Measure R
Funds

SPECIAL EDUCATION

Ellen Hoke Corp.
SA21-00156

New Contract:
 Yes
 No

10/15/20 – 6/30/21: Teacher of Students with Visual Impairments (TVI) services including Braille instruction, materials accommodation and assistive technology for visual impairment, as requested by the Special Education department for the 20/21 school year. Special Education is legally obligated to provide the services under students' IEPs and must contract for the services until the two vacant TVI positions have been filled, one having been vacant for over a year. Two offers of employment have been extended but the applicants took positions in other Districts instead. Special Education staff have also been in contact with the only regional TVI preparation program, at San Francisco State University, in an attempt to recruit interns and there have been none available to date. Surrounding districts are experiencing similar challenges. Because of their own inability to fill TVI positions, SCOE is unable to offer support at this time. Under Government Code 53060 the District may contract for these services without competitive bidding.

\$230,000
Special
Education Funds

Excel Interpreting
SA21-00147

7/1/20 – 6/30/21: Interpreting and translation services as requested by the Special Education department during the 2020/21 school year. Services include interpretation for Individualized Education Plan (IEP) meetings, parent conferences, and assessments/screenings as well as document translation services for IEPs and other reports from English to other languages as necessary for families with limited English proficiency.

\$170,000
Special
Education Funds

New Contract:

- Yes
- No

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Amplified Industrial Inc. DVBE	McClaskey Classroom Lighting	7/31/20
WABO Landscape & Construction	Will C. Wood & Abraham Lincoln Irrigation Improvements	9/11/20



September 21, 2020

Diana Flores

Sacramento City Unified School District
3051 Redding Ave
Sacramento, California 95820

Dear Diana,

Share Our Strength's No Kid Hungry Campaign is pleased to award a grant of **\$150,000.00** to **Sacramento City Unified School District**. The purpose of this grant is to support your critical work to end childhood hunger, as described in your proposal, which is attached for your convenience.

Please note:

- We want to ensure you receive email communications about your grant. To make sure you receive our messages, please whitelist grantshelpdesk@strength.org. Ask your IT administrator if you need assistance with this.
- Funding will be dispersed via an electronic funds transfer. You must be able to provide your banking information (below) in order for your organization to receive award funding. Paper checks will not be issued. Please contact grantshelpdesk@strength.org if you have any questions.

Agreement Period

This Agreement ("Agreement") shall align with the start and end dates listed in your application, if applicable, or begin on the date of this agreement and end one-year after the start date, unless earlier terminated hereunder or such period is extended by written agreement of both parties ("Agreement Period").

Use of Grant Funds

Grant funds may be used only for the budget items you outlined in your proposal. Funds must be spent before the end of the Agreement Period. Any unused funds at the end of the grant Agreement Period must be returned to Share Our Strength. Budget changes may be requested in advance, in writing, to Share Our Strength by emailing GrantsHelpDesk@strength.org with your organization's name and budget request.

Reporting Requirements

By accepting these grant funds, you agree to provide us with a four quarterly reports and one final narrative report throughout your grant period accessible via the No Kid Hungry Online Grants Portal at <https://nokidhungrygrants.force.com>. Share Our Strength reserves the right to use data, research, publications, and stories submitted via reporting on this Agreement. The applicant has listed a Point of Contact in your organization as the contact responsible for reporting; they will receive reminders to complete reporting and are required to do so. If your organization wishes to change the reporting contact, please email GrantsHelpDesk@strength.org with organization and updated contact information.

Site Visits and Publicity Efforts

As a condition of this grant, your organization agrees to participate in in-person or virtual site visits and/or publicity efforts relating to this grant, by either Share Our Strength or any additional funders of this grant noted in this agreement. Please note that all such in-person or virtual site visits or publicity efforts will be coordinated in advance and with consideration of your organization's availability and schedule.

Commitment to Anti-Discrimination and Diversity

Share Our Strength has a zero-tolerance policy toward all forms of unlawful discrimination and harassment by or towards staff and volunteers, including but not limited to sexual harassment, and no form of unlawful discrimination by or towards any employee, member, volunteer, or other person in our workplace or jobsites will be tolerated. It is our belief that every person shall be treated fairly and with respect regardless of such things as race, color, religion, sex, sexual orientation, gender identity, national origin, disability status, veteran status, age, or socio-economic status. Sacramento City Unified School District acknowledges and agrees that it shall comply with all applicable federal and state laws prohibiting discrimination and/or harassment in its programs, activities, hiring or employment practices and within all activities conducted under this grant and partnership agreement.

Changes in Programming and Tax-Exempt

Please immediately notify your Share Our Strength program or grant contact of any change in your public charity status or if you encounter challenges or delays starting your program on time, meeting the goals or objectives outlined in this Agreement, spending the grant funds before the end of the grant Agreement Period. This grant is contingent on your organization's ability to implement the goals or objectives as outlined in this Agreement. Grantees who are no longer tax-exempt or are unable to implement their grant are required to notify Share Our Strength and return the full grant amount or remaining unspent grant funds at Share Our Strength's discretion.

Compliance with Laws

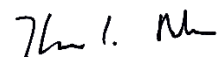
Grantee represents that it will perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations.

Termination of Grant

If Share Our Strength determines, in its sole reasonable opinion, that Grantee is unable to meet the goals or objectives of the grant, or has violated or failed to carry out any provision of this Agreement, Share Our Strength, may, in addition to any other legal remedies it may have, terminate the Agreement and demand the return of all or part of the grant funds, including, without limitation, grant funds expended by Grantee for purposes other than those set forth in this Agreement. If so requested, Grantee shall return all such grant funds to Share Our Strength within thirty (30) days of receiving a termination notice from Share Our Strength.

If you have questions about any of the conditions described in this letter, or about your grant in general, please contact Liz Evancho, Director of Grants Administration, at eevancho@strength.org. I offer you my thanks for your daily efforts to end childhood hunger. Share Our Strength is pleased to support your important work and looks forward to hearing about your progress.

Sincerely,



Tom Nelson
President & CEO

ACH (Bank to Bank) Grant Deposit Information

Please fill-in the banking information below to receive your grant funds via direct bank deposit to your school district or organization. We cannot process any grant payments with missing fields or blank signature.

BANK NAME: Bank of America

BANK ADDRESS: 555 Capitol Mall Ste 150, Sacramento, CA 95814

(9) DIGIT ROUTING NUMBER: 121000358

DEPOSITOR ACCOUNT NAME: Sacramento City Unified School District

DEPOSITOR ACCOUNT NUMBER: 325000506409

TYPE OF ACCOUNT:

The information being collected on this form will be used by Share Our Strength to securely transmit payment data, by electronic means, to your organization's financial institution. By checking this box, you agree that the above ACH payment information listed is accurate and that you are an authorized representative of your organization permitted to share this ACH payment information.

Authorizing Signature

Signing the below indicates your agreement to all grant requirements and authorizes a bank transfer of the grant amount stated in this letter.

Signature: _____

Date: _____

Print Name: Rose Ramos

Title: Chief Business Officer

Organization Name or School District: Sacramento City Unified School District



School Nutrition Program Application
Sacramento City Unified School District

Submitted By: Amy Glodde
Submission Date: 09/01/2020

INTRODUCTION

School Nutrition Grant Opportunity:

The No Kid Hungry School Nutrition Grant Opportunity will provide funding to school districts to enable districts and schools to maximize the child nutrition programs and other emergency food programs and resources to ensure children and families have access to healthy meals at school and at home.

No Kid Hungry knows that school districts play an essential role in ensuring students receive nutritious meals to learn, grow and thrive to reach their full potential. These flexible grants will allow school districts across the country to respond to the growing needs and emerging opportunities to provide meals and resources to kids and families.

Eligibility Priorities

Equity Priority:

The coronavirus pandemic has exacerbated long-standing systemic health, social and economic inequities, disproportionately impacting racial and ethnic minority groups. To ensure we are supporting individuals and communities most impacted, we will prioritize grant funds to school districts serving majority-minority communities, including immigrant populations. We will also provide funds to rural communities where schools face unique challenges in addressing hunger.

Economic and COVID-19 Impact:

Grant funds will also be provided to communities experiencing economic hardship and having existing or increasingly high COVID-19 infection rates. In determining economic impact, No Kid Hungry will review data points to include: free and reduced eligible students, unemployment rates, child food insecurity rates, and the social vulnerability index score.

Ability to Serve Kids Today and in the Future:

Taking into consideration equity, economic hardship and COVID-19 impact factors, funds will be prioritized to support school districts with a strong and sustainable plan for maximizing participation in the child nutrition programs and/or leveraging other programs to combat food insecurity such as emergency food programs and student and family outreach and enrollment. Applications should address both the immediate need for supporting students and alleviating hunger as well address long-term sustainability of programming.

Use of Funds

As school districts face significant challenges maintaining and expanding meal programs in this uncertain environment, funds are intended to support school districts in having the adaptability to meet the changing needs of students and families. Grant funding is available for school districts to leverage a variety of strategies to increase meals served and support kids and families in this new operating environment, including:

- Ensuring maximum student participation and improving meal quality in federal nutrition programs like Breakfast, Lunch, Afterschool Meals and Snacks, and the Fresh Fruit and Vegetable Program as well as the Summer Food Service Program or Seamless Summer Option as needed during emergency school closures
- Offering universal breakfast and lunch (served at no cost to all students), including Community Eligibility Provision implementation
- Promoting awareness of meal availability to students and families, especially for free and reduced-price eligible students
- Providing meals during weekends and out-of-school time through backpack programs and school pantries
- Promoting SNAP, WIC and Pandemic-EBT programs and supporting enrollment

Examples of how funding may be used include:

- Meal service supplies and equipment needed to implement new models for serving breakfast, lunch, and afterschool meals and snacks including: grab and go carts, insulated coolers/warmers, packaging equipment and supplies, refrigerators, and retrofitting existing equipment to meet new needs
- Costs of hiring additional staff positions to meet increased demand as a result of COVID-19 or provide additional services like meal delivery
- Transportation costs associated with meal delivery such as refrigerated trucks or fuel
- New costs associated with COVID-19 preparedness like no-touch point of service machines, hand washing stations, PPE equipment and cleaning supplies
- Non-reimbursable food costs for school food pantries, backpack programs or adult meals
- Program outreach, enrollment assistance and marketing costs
- Additional expenses as needed

We understand that meal service plans in SY20-21 may vary and change throughout the school year. Please submit your application with your current thinking for how your school district plans to operate meal service throughout the year and any potential emergency service plans. If you are awarded funds, you will be required to submit quarterly progress reports that accurately describe your school meals implementation and other meal programs, as well as changes in participation and meal service delivery as they adjust to the evolving operating environment.

Corporate Funding

Grants may be funded through corporate partners working with Share Our Strength. You will be notified upon receipt of the grant award if a corporate partner is sponsoring the grant award.

Submitting Your Application

Be sure to input all required answers and save frequently as you are inputting information. Complete the application when all information is entered by clicking on “Review Your Answers” and then “Submit Your Answer.”

Technical Assistance

Technical or portal-related: GrantsHelpDesk@strength.org.

APPLICANT DETAILS

Food Service Director

Are you the Food Service Director of your School District?

No

Diana Flores

diana-flores@scusd.edu

(916) 425-5600

Superintendent

Are you the Superintendent of your School District?

No

Jorge Aguilar

superintendent@scusd.edu

(916) 399-2058

HISTORIC SCHOOL MEALS PARTICIPATION

How many total schools were in your district in SY2019-20?

81

What was your total district enrollment in October 2019?

44,490

Which of the following programs, if any, were offered by your district during SY2019-20, including any emergency meals related to COVID-19? Please select all that apply.

School Breakfast;NSLP Afterschool Meals;SFSP Summer Meals;Food skills and/or nutrition education;CACFP child day care meals/snacks;CACFP afterschool meals/snacks;NSLP Summer Meals (Seamless Summer Option);NSLP School Lunch;School Pantry;Fresh Fruit and Vegetable Program;Farm to School

Did you serve meals during school closures related to COVID-19?

Yes

How many total meals did your district serve from COVID-19 related shut down to the start of the new school year?

2,500,000

How did the number of meals served across all programs in SY2019-20 compare to the number of meals served in SY2018-19?

About the same

CEP

Did your school district participate in CEP in SY2019-20?

Yes

Did all schools participate in CEP in SY2019-20?

No

How many schools in the district participated in CEP?

57

How was CEP implemented throughout the district?

All CEP schools grouped together with one ISP

What was your district's identified student percentage (ISP) for SY2019-20?

100.00 %

Of the schools that did NOT participate in CEP, please provide the total number free and reduced eligible students in your district in October 2019?

Number of Students Eligible for Free Meals

5,604

Number of Students Eligible for Reduced Meals

1,379

Breakfast & Lunch

How many days did you serve school lunch in October 2019? Please report the highest number if service days varied across schools

23

How many meals by reimbursement type were served in October 2019? For CEP and Provision 2 schools, please list all meals as “Free”.

Free Breakfast Meals	Reduced Breakfast Meals	Paid Breakfast Meals
257,505	1,028	11,779
Free Lunch Meals	Reduced Lunch Meals	Paid Lunch Meals
570,375	1,897	40,561

Did you serve NSLP/CACFP? If yes, please answer the below questions concerning NSLP/CACFP. If no, please enter 0.

Number of schools that participated in CACFP/NSLP Afterschool snacks or suppers in October 2019.

83

Please provide the number of NSLP/CACFP Afterschool Snacks served in SY2019-2020.

122,231

Please provide the number of CACFP Afterschool Suppers served in SY2019-2020.

591,538

CURRENT NUTRITION PARTICIPATION

How many total schools are currently in your district?

81

What is your current total district enrollment for the 2020-2021 school year?

43,000

What is your district's planned school schedule or learning plan? Select all that apply.

100% Remote Learning (Ex. All students learn remotely, picking up or receiving delivered meals)

How have recent school closure impacted your Food and Nutrition Service budget? How has this impacted your approach to your current budget?

SCUSD, NS is in dire need of financial assistance for SY 20/21. They are reviewing several ideas that could help their overall budget. One approach is adjusting the mechanism in which they purchase food. Many districts use a distributor and distributors, as the middle man, charge a delivery fee. SCUSD has been able to move away from this type of procurement process because they have a warehouse. The warehouse is large enough to house truckloads of food (frozen, fresh and shelf stable). This type of buying power also enables them to negotiate food costs when buying direct from manufacturers.

Spring and summer meal counts were adequate due to open feeding programs, but with the new SY approaching and no universal waiver participation will decline. They anticipate a loss of 27k meals a day reducing their overall average daily participation from 40k to 13k. One way the department is trying to maximize participation is marketing. SCUSD, NS will send out mailers to each family with school meal information, location, and time of service. Additionally, they will post large banners at each school site with service times, and they are researching the possibility of adding weekend and supper meals to increase meal counts. Furthermore, SCUSD, NS is partnering with the food bank to distribute family food boxes. Distributing family food boxes during meal services time will increase participation as families come out for food boxes, they can pick up school meals. Lastly, SCUSD, NS will make changes to the menu to include more fresh produce, something SCUSD families really enjoy!

CEP

Will your school district participate in CEP in the 2020-2021 school year?

Yes

Will all schools in your district participate in CEP in SY2020-21?

No

How many schools in the district currently participate in CEP?

57

How is CEP currently implemented throughout the district?

All CEP schools grouped together with one ISP

What is your district's current identified student percentage (ISP)?

100.00 %

Of the schools that do NOT currently participate in CEP, please provide the total number free and reduced eligible students in your district?

Number of Students Eligible for Free Meals

5,604

Number of Students Eligible for Reduced Meals

1,379

Which of the following programs, if any, are currently offered by your district or do you plan to offer during the current school year? Please select all that apply.

School Breakfast;CACFP afterschool meals/snacks;NSLP afterschool snacks;NSLP School Lunch;Farm to School

Please describe the social distancing strategies you plan to leverage in the upcoming school year for school meals programs in your district?

Other (Please describe)

SCUSD plans to offer meals through curbside delivery

School Breakfast

When will breakfast be offered? (select all that apply)

Before the first instructional bell

When will breakfast be allowed to be eaten by students (select all that apply)

Before the first instructional bell

In which of the following locations, if any, will breakfast be served or made available? (select all that apply)

Other

Breakfast will be served with lunch via curbside

In which of the following locations, if any, will breakfast be eaten by students? (select all that apply)

Other

Breakfast will be eaten at home

Projected average daily participation of school breakfast participation across the entire district in the upcoming school year.

13,000

School Lunch

In which of the following locations, if any, will lunch be served or made available? (select all that apply)

Other

Lunch will be offered via curbside

In which of the following locations, if any, will lunch be eaten by students? (select all that apply)

Other

Lunch will be eaten at home

Projected average daily participation of school lunch participation across the entire district in the upcoming school year.

13,000

Meal Service

Who will be responsible for serving meals to students? (select all that apply)

Cafeteria Staff

Distance Learning

If students are participating in distance learning, what meal options will be available on days they are learning from home? (select all that apply.)

Walk-up distribution; Drive-thru or curbside distribution; Food or groceries for families

Emergency Relief

With schools being shut down or having different learning plans, actions to minimize community hunger has been severely challenged. What strategies are you implementing in your district to ensure that you are feeding and supporting the neediest students and families in your community?

SCUSD, NS will open 44 school sites on September 3rd for meal service. Opening at almost 50% capacity will allow them to reach the neediest families in the SCUSD community. All open sites are CEP and considered community-based schools with easy access for families who may walk and or utilize public transportation.

The department will also use marketing strategies such as direct mailers and signage at meal sites. Additionally, they are looking to partner with the local food bank to offer family food boxes.

The mailers will be sent out to all SCUSD families in 5 different languages (English, Spanish, Russian, Vietnamese, and Hmong). Mailers will include information on where and how to access meals, meal site locations and times and details on how to verify enrollment. Each student will be required to verify enrollment using a report card, student ID, eligibility letter and or a bar code in order to receive meals.

How does your thinking about racial equity inform how you develop and implement your programs?

As a large urban school district Sac City is committed to racial equity. As we approach this work with racial humility and a recognition that we have failed to address systemic racism (i.e, disproportionality of suspensions for African American students, achievement gap, implicit biases, etc). We are committed to a sustained journey of explicit and purposeful learning, reflection, and practice of eradicating systemic racism in our SCUSD schools. We understand that there is no right path, but we must stay the course in having these difficult conversations, even when the conversation is uncomfortable. Together we can build collective efficacy to continue to cultivate belonging for ALL.

In SY 20/21 SCUSD has implemented a mandatory anti-racism class for all employees. The Nutrition Services Department is working to support a more equitable environment by opening all of their CEP schools for school lunch distribution thus reaching more black and brown students within the Sacramento communities.

Please provide us any additional details regarding how your school meals strategies have changed in SY2020-21 from last school year. For example, how do your school meals strategies differ by school or grade? How will your plans for shift if COVID-19 cases increase? Do you plan to continue offering meals if there are unanticipated school closures?

School meal service has dramatically changed for SY 20/21. Most, if not all, of our strategies have changed. We are serving curbside, operating 3 days a week at 44 sites and continuing to evaluate our program to maximize participation. Most importantly we need to be prepared to quickly pivot, if needed.

We will continue to service families even if COVID 19 cases continue to increase in our county as we understand the need for basic necessities does not change. Additionally, we will continue with our weekly site safety inspections and following all local, state and national guidelines to ensure our staff and families are safe while on campus.

Once we return to school, we will follow our Return to Nutrition plan. While the details of this plan are fluid it will help guide us once our county allows for schools to be re-opened.

Marketing Tactics

Which of the following marketing tactics, if any, is your district planning to implement this year? Please select all that apply.

Mail postcards;Social Media;Encourage teachers, administrators, coaches and other staff to promote meals;Provide information on the school meals on the website or social media outlets;Send a letter or flyer about school meals directly to parents

AFTERSCHOOL MEALS / SNACKS

How many afterschool supper or snack sites is your organization planning to sponsor this upcoming year?

Projected Supper only site(s)

83

Projected Snack Only Site(s)

18

Projected Supper and Snack site(s)

65

Please provide the projected total snacks your district will serve in SY2020-21?

45,000

Please provide the projected total suppers your district will serve in SY2020-21.

45,000

This upcoming year, how many days will your organization serve afterschool suppers or snacks? If your organization has more than one site serving afterschool suppers or snacks and their days of operation will vary, please enter the maximum number of operating days.

5

USE OF GRANT FUNDS

In this section, No Kid Hungry would like to learn more about the programming that will be impacted specifically by No Kid Hungry grant funding.

Provide a concise description of the project you are proposing. (2-3 sentences maximum)

Grant funds will be utilized for a variety of different opportunities. Refrigerated trucks will assist in increasing participation of curbside meal service participation by providing additional food for needy families. Direct mailers, signage, uniforms and banners will notify SCUSD families which sites are open, how to access meals and how to stay safe while receiving meals. Request for technology funding will allow the department to move point of sale operations curbside to verify student eligibility and enrollment.

Which of the following programs will No Kid Hungry funding be used to support?

School Breakfast; Universal breakfast (served at no cost to all students); Universal school lunch (served at no cost to all students); NSLP School Lunch; School Pantry

Please provide 1-2 primary objectives for this program area, and how your grant funds will help support these objectives. Well written objectives will be specific, measurable, achievable, relevant and time-specific.

Objective 1:

SCUSD, NS employees will receive and wear new uniforms that promote the City of Sacramento's logo for wear masks #maskupsac

Objective 2:

SCUSD will mail 45,000 direct mailers to all SCUSD families, in 5 languages, to inform them how to access meals via curbside delivery. Mailers will be mailed out prior to September 3rd.

Please list all schools in the district that will be impacted by these grant funds.

Abraham Lincoln, Albert Einstein, Bowling Green, Bret Harte, California, Earl Warren, Edward Kemble, Elder Creek, Ethel I. Baker, Ethel Phillips, Father Keith B. Kenny, Fern Bacon, Golden Empire, H.W. Harkness, Hiram Johnson, Hollywood Park, Isador Cohen, James Marshall, John Bidwell, John Sloat, John Still Elementary, Kit Carson, Language Academy, Leataata Floyd, Luther Burbank, Mark Twain, Martin Luther King, Nicholas, Oak Ridge, Pacific, Parkway, Peter

Burnett, Rosa Parks, Rosemont, Sam Brannan, Sequoia, Susan B. Anthony, Tahoe, Washington, Will C Wood, William Land, Woodbine

Which of the following, if any, are challenges your district is facing? For each, please describe the actions your organization will take to address the challenge. To help with accountability, please also identify a person/leader by title in charge of addressing the challenge.

Challenge 1:

Lack of equipment

How challenge will be addressed:

SCUSD is in need of tablets and point of sale license for verifying student eligibility and enrollment.

POC in charge (Title):

Diana Flores, Director

Challenge 2:

Low program awareness among students or parents/caregivers

How challenge will be addressed:

SCUSD will increase awareness of curbside meal service via direct mailers to all SCUSD families and banners posted at all open school sites.

POC in charge (Title):

Kelsey Nederveld, Nutrition Specialist

Challenge 3:

Other

Safety

How challenge will be addressed:

To ensure all staff and families are safe during curbside meal service the department will post COVID safety signage that follows both local and state guidelines. Masks are required and staff will wear uniforms with the logo #MaskupSac. The City of Sacramento and Uptown Studios launched the local public-service campaign to compel Sacramento residents and visitors to wear masks/face coverings in public indoor spaces and outdoors when they cannot maintain six feet from others.

POC in charge (Title):

Diana Flores, Director

BUDGET

1. **Category:** Technology, such as Point of Service Machines and Laptops

Budget Request Description: 81 tablets, 81 cases for tablets, and 55 licenses for point of sale. The remaining 26 licenses will be switched out from the laptops used at the POS. SCUSD will use these new tech items for curbside meal service to verify student eligibility and enrollment.

Estimated Cost of Item: \$104,563.20

Purpose of Cost of Category: Both offsetting existing expenses as well as funding new expenses

2. **Category:** Other, please specify

Budget Request Description: SCUSD is requesting new COVID safety signage and 44 banners for open school sites.

Estimated Cost of Item: \$10,592.73

Purpose of Cost of Category: Funding new costs

3. **Category:** Other, please specify

Budget Request Description: SCUSD will purchase 800 new uniforms for their staff. The uniform will include the logo #maskupsac

This is a marketing campaign the City of Sacramento is using to remind community members to wear masks.

Estimated Cost of Item: \$18,999.00

Purpose of Cost of Category: Funding new costs

4. **Category:** Program outreach (flyers, banners, ads, etc.)

Budget Request Description: The Food Service Department will mail out 45,000 direct mailers to SCUSD families. The mailers will include information on how and when to access meals.

Estimated Cost of Item: \$35,000.00

Purpose of Cost of Category: Funding new costs

5. **Category:**

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

6. Category:

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

7. Category:

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

8. Category:

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

9. Category:

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

Budget Request Total: \$169,154.93

APPLICATION TEAM

Contact	Primary Role
Amy Glodde	Applicant



Office Depot
 6600 North Military Trail
 Boca Raton, Florida 33496
 United States
<http://Business.officedepot.com>
 (P) 1-800-463-3768

Quotation (Open)

Date Sep 10, 2020 03:58 PM EDT
Modified Date Sep 10, 2020 05:27 PM EDT
Doc # 115682 - rev 1 of 1
Description None
SalesRep McCaleb, David (P) 512-651-2779
Customer Contact

Customer
 SAC CITY USD (40969107)
 PO BOX 246870
 SACRAMENTO, CA 95824
 United States

Bill To
 SAC CITY USD
 Sanchez, Dan
 PO BOX 246870
 SACRAMENTO, CA 95824
 United States
 (P) (916) 643-9465
dan-sanchez@scusd.edu

Ship To
 SAC CITY USD
 Sanchez, Dan
 3051 Redding Ave -
 Warehouse
 SACRAMENTO, CA 95820
 United States
 (P) (916) 643-9465
dan-sanchez@scusd.edu

Customer PO:	Terms: Undefined	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		HP Chromebook 11A G8 Education Edition - A4 9120C / 1.6 GHz - Chrome OS 64 - 4 GB RAM - 32 GB eMMC eMMC 5.0 - 11.6" 1366 x 768 (HD) - Radeon R4 - Wi-Fi, Bluetooth - chalkboard gray - kbd: US	16W64UT#ABA	Yes	10000	\$240.00	\$2,400,000.00

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. This quote is subject to Office Depot's Standard Terms and Conditions.

REFUNDS AND EXCHANGES

Your complete satisfaction is our primary concern. At Office Depot, we want to be sure that every purchase is the right one for You. If You are dissatisfied with Your purchase for any reason, You may return most items in their original packaging within 30 days of purchase for a replacement or full refund.

Exceptions:

- Furniture, Computers and Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.
- Opened Computers, Business Machines and Software (with accessories and original packaging) can be exchanged for the same item within 14 days of purchase.
- Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.

Subtotal: \$2,400,000.00
~~Tax (8.900%): \$214,490.00~~
 Shipping: \$10,000.00
Total: \$2,624,490.00
 Tax (8.75%) \$210,000.00
Total \$2,620,000.00

Large Technology Items and Freight Delivery:

Standard Delivery Service is available for large technology items (greater than 70 lbs.). In most instances, there is no fee for Standard Delivery. These items are delivered by freight trucks that are approximately 56 inches above the ground. These trucks are designed to load and unload items at a loading dock. Most items require a fork-lift. Liftgate Delivery Service is available at an additional fee.

What is liftgate service?

- A liftgate is a device used to lower items from the tractor trailer level to the ground. It is ideal for deliveries to residential areas or commercial areas that do not have a loading dock.

How do I determine if I need liftgate delivery?

- If Your delivery location does not have a loading dock and/or a forklift to remove heavy items from the truck, You need a liftgate.
- If Your delivery location has a loading dock, but the items in Your shipment are too heavy for You to remove from the truck, and you do not have a forklift, You need a liftgate.
- If there is not a carrier terminal in your area and/or You cannot drive to the closest carrier terminal to pick up the freight from the carrier, You need a liftgate.
- If You need liftgate service, You should select the "Freight with Liftgate" option at checkout.
- Liftgate delivery fees are based on the carrier, delivery location and delivery service You request. Fees will be noted at checkout.
- If You do not select Freight Delivery at checkout but You require liftgate service, Your delivery may be delayed and additional charges will apply.

T-Mobile for Education Covid-19 Agreement (Hotspot)

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Sacramento City Unified School District, a(n) California School District, with its principal place of business at 5735 47th St, Sacramento, CA 95820 ("**Customer**").

1. Term. This Agreement term is 1 year of active paid service from the Agreement Effective Date and each line of Service will have a one-year term from date of activation ("**Term**").

2. Underlying Agreement. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. 1907 and applicable Participating Addendum ("**Master Agreement**").

(a) NASPO 1907 Agreement. The NASPO Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment Agreement No. 1907 ("**NASPO 1907 Agreement**") will expire on December 31, 2020. If Customer elects NASPO 1907 Agreement as the Master Agreement in Section 2 above, Customer agrees that this Agreement will be governed by the NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement No. MA176 and applicable Participating Addendum ("**NASPO MA176 Agreement**") effective on or before January 1, 2021.

(b) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy** 1-Year Term
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$0 net subsidized device price to Customer - 100% discount off Pre-Subsidy Cost of Device (Pre-Subsidy Cost of Device – \$90)

**This free hotspot offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

4. Total Order. Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Term Length (months)	Total Service Charge for Term	Pre-Discount/Subsidy Cost per Device	Total Pre-Discount/Subsidy Cost of Devices	Total Subsidy Amount to Customer (Device Discount/Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
700	<input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	12	\$168,000	\$90	\$63,000	\$63,000	\$168,000

¹ Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Discount/Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer.

5. (a) Requirements to qualify for Device Discount/Subsidy:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least 12 months from the date of activation without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the 12-month Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) Device Discount/Subsidy on Customer’s Master Account. Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment. If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/12th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

6. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

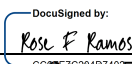
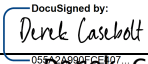
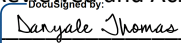
For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Sacramento City Unified School District Gayle McKnight, CBO
Address:	5735 47th St, Sacramento, CA 95820
Telephone:	916-643-9055
Email:	rose-f-ramos@scusf.edu

This Agreement is executed by each Party’s authorized representative as of the Agreement Effective Date.

Customer: Sacramento City Unified School District	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: 
Printed Name: ROSE F. Ramos	Printed Name: DEREK Casebolt
Title: Chief Business Officer	Title: director of sales
Date: 9/24/2020	Date: 9/24/2020
	Reviewed and Acknowledged:  9/24/2020 T-Mobile USA, Inc. CSCA Representative



1164 National Drive
 Sacramento
 CA 95834
 Phone: 916-296-6233

QUOTATION

SOLD TO:

Anthony Lea
 Sacramento City USD
 6879 14th Ave.

Sacramento CA 95820
 916-317-9480

SHIP TO:

Anthony Lea- Burbank High
 Sacramento City USD
 3500 Florin Road

Sacramento CA 95823
 916-317-9480

Project: BURBANK HIGH SCIENCE FURNITURE

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	10/7/2020		Anthony Lea- Burbank H	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Burbank Science Wing

1	180	C&H ST2472-36 EPOXY	24x72x36" High Science table with 1" Epoxy Resin Top and 2 Back Pack Hooks . See Attached Specs.	\$615.87	\$110,856.60
			<i>Tag For:</i> Burbank Science Wing		
2	10	C&H TMS2472-36	24x72x36h Mobile Teachers Workstatiowith 1" Epoxy Resin Top all welded metal table. See Attached Spec.	\$1,294.67	\$12,946.70
			<i>Tag For:</i> Burbank Science Wing		
3	10	C&H WS-1	36x24x30 H Teachers Desk with Grommet Hole and Wire management Trough> See Attached Spec.	\$341.32	\$3,413.20
			<i>Tag For:</i> Burbank Science Wing		
4	10	Huma 6G400-F2711 nscale	PULLOUT KEYBOARD TRAKY PER THE ATTACHED SPECIFICATIONS.	\$178.71	\$1,787.10
			<i>Tag For:</i> Burbank Science Wing		
5	10	otg 11650/11600	Armless Task Chair with stool Kit	\$223.20	\$2,232.00
			<i>Tag For:</i> Burbank Science Wing		
6	360	Safco 6664SL	Safco INDUSTRIAL STOOL WITH BACK Color : Black	\$141.00	\$50,760.00
			<i>Tag For:</i> Burbank Science Wing		

Tag Subtotal: \$181,995.60

x-Sales Tax

7	1	x-Sales	Sales Tax On Material 8.75%	\$15,924.61	\$15,924.61
			<i>Tag For:</i> x-Sales Tax		

Tag Subtotal: \$15,924.61

y-Install

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	10/7/2020		Anthony Lea- Burbank F	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
8	1	z-Install	Complete 2nd Floor Set in Place ASEMBLY INSTALL OF THE ABOVE WITH REMOVAL OF PACKAGING WASTE	\$23,250.00	\$23,250.00
		<i>Tag For:</i>	y-Install		

Tag Subtotal: \$23,250.00

Total Sell: \$221,170.21

----- **Special Instructions** -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

The above pricing is based on Sourcewell Contract #121919 per the attached.

By signing this quote, the customer authorizes the procurement of the products and services contained herein. This sale is subject to the Staples Workplace Studio Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
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Total Sell: \$221,170.21

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
	10/7/2020		Anthony Lea- Burbank I	Mike Swanson	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	10/7/2020		Anthony Lea- Burbank I	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Sacramento City Unified School District
 5735 47TH Ave Fl 2
 Sacramento CA, 95824-4528 US
 ATTN: Elliot Lopez

Ship To

Sacramento City Unified School District
 5735 47TH Ave Fl 2
 Sacramento, CA 95824-4528
 ATTN: Elliot Lopez

Quote Description

Nutrition Services - Network Equipment - 88086- 9300L Opt. 1
 - Rv1

Merced Focus Contract 2015109

Quote #	#Q-00047708
Project #	88086
Modified	9/21/2020
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Teri Edwards
IAM Phone	(925) 245-6149
IAM Email	tedwards@ams.net
Quote Exp.	10/23/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco C9500 16P Network Advantage - EDU					
1	C9500-16X-EDU Catalyst 9500 16-port 10G, K12	Cisco Systems Inc.	1.00	\$6,947.23	\$6,947.23
2	C9500-NW-A C9500 Network Stack, Advantage	Cisco Systems Inc.	1.00	\$0.00	\$0.00
3	S9500UK9-169 UNIVERSAL	Cisco Systems Inc.	1.00	\$0.00	\$0.00
4	PWR-C4-950WAC-R 950W AC Config 4 Power Supply front to back cooling	Cisco Systems Inc.	1.00	\$0.00	\$0.00
5	PWR-C4-950WAC-R/2 950W AC Config 4 Power Supply front to back cooling	Cisco Systems Inc.	1.00	\$906.16	\$906.16
6	C9500-DNA-16X-A C9500 DNA Advantage, Term licenses	Cisco Systems Inc.	1.00	\$0.00	\$0.00
7	C9500-DNA-L-A-3Y Cisco Catalyst 9500 DNA Advantage 3 Year License	Cisco Systems Inc.	1.00	\$3,063.68	\$3,063.68
8	CAB-TA-NA North America AC Type A Power Cable	Cisco Systems Inc.	2.00	\$0.00	\$0.00

9	C9500-NM-BLANK Catalyst 9500 network module blank cover	Cisco Systems Inc.	1.00	\$0.00	\$0.00
10	NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	1.00	\$0.00	\$0.00

Cisco 9300L 48p 8mGig, 4x10G Uplink, EDU

11	C9300L-48UXG4X-EDU Catalyst 9300L 48p 8mGig,4x10G Uplink,K12	Cisco Systems Inc.	2.00	\$5,600.93	\$11,201.86
12	C9300L-NW-E-48 C9300L Network Essentials, 48-port license	Cisco Systems Inc.	2.00	\$0.00	\$0.00
13	PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	Cisco Systems Inc.	2.00	\$0.00	\$0.00
14	S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	Cisco Systems Inc.	2.00	\$0.00	\$0.00
15	C9300L-DNA-E-48 C9300L Cisco DNA Essentials, 48-port license	Cisco Systems Inc.	2.00	\$0.00	\$0.00
16	C9300L-DNA-E-48-3Y C9300L Cisco DNA Essentials, 48-port, 3 Year Term license	Cisco Systems Inc.	2.00	\$505.76	\$1,011.52
17	C9300L-SPS-NONE No Secondary Power Supply Selected	Cisco Systems Inc.	2.00	\$0.00	\$0.00
18	CAB-TA-NA North America AC Type A Power Cable	Cisco Systems Inc.	2.00	\$0.00	\$0.00
19	FAN-T2 Cisco Type 2 Fan Module	Cisco Systems Inc.	6.00	\$0.00	\$0.00
20	SSD-120G Cisco pluggable USB3.0 SSD storage	Cisco Systems Inc.	2.00	\$870.00	\$1,740.00
21	NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	2.00	\$0.00	\$0.00
22	C9300L-STACK-KIT Cisco Catalyst 9300L Stacking Kit	Cisco Systems Inc.	2.00	\$625.68	\$1,251.36
23	C9300L-STACK Catalyst 9300L Stack Module	Cisco Systems Inc.	4.00	\$0.00	\$0.00
24	STACK-T3-1M 1M Type 3 Stacking Cable, spare for C9300L	Cisco Systems Inc.	2.00	\$86.30	\$172.60
25	PWR-C1-BLANK Config 1 Power Supply Blank	Cisco Systems Inc.	2.00	\$0.00	\$0.00

Cisco 9300L 48p Full PoE, 4x1G uplink - EDU

26	C9300L-48PF-4G-EDU Catalyst 9300L 48p Full PoE,4x1G Uplink,K12	Cisco Systems Inc.	8.00	\$3,616.01	\$28,928.08
27	C9300L-NW-E-48 C9300L Network Essentials, 48-port license	Cisco Systems Inc.	8.00	\$0.00	\$0.00
28	PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	Cisco Systems Inc.	8.00	\$0.00	\$0.00
29	S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	Cisco Systems Inc.	8.00	\$0.00	\$0.00
30	C9300L-DNA-E-48 C9300L Cisco DNA Essentials, 48-port license	Cisco Systems Inc.	8.00	\$0.00	\$0.00
31	C9300L-SPS-NONE No Secondary Power Supply Selected	Cisco Systems Inc.	8.00	\$0.00	\$0.00
32	C9300L-DNA-E-48-3Y C9300L Cisco DNA Essentials, 48-port, 3 Year Term license	Cisco Systems Inc.	8.00	\$505.76	\$4,046.08
33	CAB-TA-NA North America AC Type A Power Cable	Cisco Systems Inc.	8.00	\$0.00	\$0.00
34	FAN-T2 Cisco Type 2 Fan Module	Cisco Systems Inc.	24.00	\$0.00	\$0.00
35	PWR-C1-BLANK Config 1 Power Supply Blank	Cisco Systems Inc.	8.00	\$0.00	\$0.00
36	C9300L-STACK-KIT Cisco Catalyst 9300L Stacking Kit	Cisco Systems Inc.	8.00	\$625.68	\$5,005.44
37	C9300L-STACK Catalyst 9300L Stack Module	Cisco Systems Inc.	16.00	\$0.00	\$0.00
38	STACK-T3-50CM 50CM Type 3 Stacking Cable for C9300L	Cisco Systems Inc.	8.00	\$0.00	\$0.00
39	NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	8.00	\$0.00	\$0.00

Cisco AIR-AP3802i AP's

40	AIR-AP3802I-B-K9 802.11ac W2 AP w/CA; 4x43; Mod; Int Ant; mGig -B Domain	Cisco Systems Inc.	21.00	\$824.86	\$17,322.06
41	SW3802-CAPWAP-K9 Cisco Aironet 3800 Series CAPWAP Software Image	Cisco Systems Inc.	21.00	\$0.00	\$0.00
42	AIR-AP-BRACKET-1 802.11n AP Low Profile Mounting Bracket (Default)	Cisco Systems Inc.	21.00	\$0.00	\$0.00

43	AIR-DNA-NWSTACK-E AIR CISCO DNA Perpetual Network Stack	Cisco Systems Inc.	21.00	\$0.00	\$0.00
44	AIR-DNA-E Aironet DNA Essentials Term Licenses	Cisco Systems Inc.	21.00	\$0.00	\$0.00
45	AIR-DNA-E-3Y Aironet DNA Essentials 3 Year Term License	Cisco Systems Inc.	21.00	\$101.61	\$2,133.81
46	AIR-DNA-E-T Aironet AP License Term Licenses	Cisco Systems Inc.	21.00	\$0.00	\$0.00
47	AIR-DNA-E-T-3Y Aironet DNA Essentials 3 Year Term License	Cisco Systems Inc.	21.00	\$0.00	\$0.00
48	WLC-AP-T Aironet AP License Term Licenses	Cisco Systems Inc.	21.00	\$0.00	\$0.00
49	WLC-AP-T-3Y Aironet AP License 3 Year Term License	Cisco Systems Inc.	21.00	\$0.00	\$0.00
50	PI-LFAS-AP-T Prime AP Term Licenses	Cisco Systems Inc.	21.00	\$0.00	\$0.00
51	PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	Cisco Systems Inc.	21.00	\$0.00	\$0.00
52	AIR-AP-T-RAIL-R Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Cisco Systems Inc.	21.00	\$0.00	\$0.00

Cisco 10Base-LRM SFP

53	SFP-10G-LRM= 10GBASE-LRM SFP Module	Cisco Systems Inc.	10.00	\$533.63	\$5,336.30
54	LC2-SM-3M-ENC LC to LC 9/125 Singlemode Duplex Yellow 3 Meter Fiber Cable	eNet Components	10.00	\$14.74	\$147.40

Cat6 Slim Line Cables

55	86B6SL-3-6 PATCH CORD CAT6 BLU 3FT ea, w/boots slimline	Arrow Wire & Cable	411.00	\$2.16	\$887.76
56	86B6SL-3-5 PATCH CORD CAT6 GRN 3FT ea, w/boots slimline	Arrow Wire & Cable	42.00	\$2.16	\$90.72
57	86B6SL-10-5 PATCH CORD CAT6 GRN 10FT w/Boots slimline	Arrow Wire & Cable	21.00	\$2.95	\$61.95

AMS Professional Services



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58	AMS-NI-LAN-CISCO-CORE-STACKABLE Labor: Cisco Core Switch Installation - Stackable	AMS.NET	1.00	\$1,500.00	\$1,500.00
59	AMS-NI-LAN-CISCO-EDGE-STACKABLE Labor: Cisco Edge Switch Installation - Stackable	AMS.NET	10.00	\$400.00	\$4,000.00
60	AMS-NI-WIRELESS-LAP-CISCO Labor: Cisco Access Point Installation.Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	21.00	\$100.00	\$2,100.00
61	AMS-NI-AP-MOUNT Networking Labor: Access Point Mounting	AMS.NET	21.00	\$50.00	\$1,050.00

AMS FREIGHT

62	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$98,904.01
Adjustment	\$0.00
Estimated Taxes	\$6,999.89
Total	\$105,903.90

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

SERVICES AGREEMENT

Date: September 28, 2020 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

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

Teacher of Students with Visual Impairments (TVI) services as requested by the Special Education Department during the 2020/21 school year. Services include Braille instruction, materials accommodation and assistive technology for visual impairment.

ARTICLE 2. TERM.

This Agreement shall commence on September 28, 2020, and continue through June 30, 2020, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: TVI/Braille Trained Paraeducator - \$90.00 per hour or \$585.00 per day (6.5 hours); TVI/Supervisor - \$145.00 per hour or \$942.50 per day (6.5 hours) as may be requested by District. Total fee shall not exceed Two Hundred Thirty Thousand Dollars (\$230,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a “violent or serious felony” as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee’s arrest has been determined to not involve a “violent or serious felony” as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal

representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

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

District:

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

Contractor:

Ellen Hoke Corp.
25163 Campus Dr
Hayward, CA 94542

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be

affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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


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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

ELLEN HOKE CORP.

By: _____

Rose Ramos
Chief Business Officer

By:  _____

Ellen Hoke
President

Date

9/30/2020

Date

SERVICES AGREEMENT

Date: September 28, 2020 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

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

Translation of Individualized Education Plans (IEPs) or other documentation from English to language requested by the Special Education department for the 2020/21 school year.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2020, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate:

Description	Regular Rate	Rush Rate
Translation: Spanish	\$0.12/word	\$0.14/word
Translation: All other languages	\$0.18/word	\$0.20/word
Project Minimum	\$50.00	

- Formatting fees apply; approval of quote will be required for each request
- Full fee applies once confirmed via email
- Rush fee applies when requests are made with fewer than 24 business hours

Total fee shall not exceed One Hundred Seventy Dollars (\$170,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

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

Contractor:
Excel Interpreting LLC
Attn: Koy Saephan
1804 Tribute Road, Suite 210
Sacramento, CA 95815

ARTICLE 13. ENTIRE AGREEMENT.

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

under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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



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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EXCEL INTERPRETING LLC

By: _____

Rose Ramos
Chief Business Officer

By: _____

Koy Saephan
Founder/CEO

Date

Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

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

Koy Saephan
Founder/CEO

Date