



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: August 15, 2013

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

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

Learning Support Unit/Department: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditures and Other Agreements
3. Recommended Bid Awards – Supplies/Equipment
4. Approval of Declared Surplus Materials and Equipment
5. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A
Submitted by: Ken A. Forrest, Chief Business Officer Kimberly Teague, Contract Specialist
Approved by: Jonathan P. Raymond, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ACCOUNTABILITY OFFICE

A14-00020 Stuart Foundation	7/1/13 – 6/30/14: Grant to support the Aspiring Leadership Academy and Guide to Success, a balanced accountability framework. Funds will be used to create a leadership development curriculum that identifies the core competencies needed to be a successful leader in our District. Funds will also be used to develop District and Site frameworks through a community based planning process that engages multiple stakeholders, including the Board of Education, District leadership, school site personnel, parents and community partners. The District framework will identify metrics around cost-efficiency, quality and customer service. The site framework will identify metrics for career and college readiness, engagement and site transformation.	\$180,000 No Match
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CHILD DEVELOPMENT

A13-00102.2 Sacramento Employment and Training Agency (SETA)	8/1/13 – 7/31/14: Grant funding for Head Start and Early Head Start Programs. The Child Development Department enrolls and serves 1,439 Head Start and Early Head Start children within part-day preschool, full-day Children's Centers, Infant/Toddler Centers, and Home Based Programs. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Early Head Start serves pregnant teens and children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants.	\$7,955,460 Head Start Program \$1,464,918 Early Head Start Program
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HIGH SCHOOL REFORM

A14-00016 Sacramento Municipal Utility District (SMUD) and California State University Sacramento (CSUS)	7/1/13 – 6/30/14: A joint venture between SMUD, CSUS and SCUSD for the development and implementation of Engineering, Science, and Energy Academies (ESEA) at Rosemont High School and the School of Engineering and Sciences. ESEA were designed to provide a seamless, innovative, authentic, and project-based environment for students to dive into the related fields of engineering and energy. SCUSD students enrolled in the ESEA will take a specially designed sequence of engineering courses aligned to introductory courses in the CSUS engineering program. SMUD would provide practicing content-area experts as well as access to hands-on learning opportunities and site visits.	\$33,300 Small Learning Communities Cohort 8 Grant Funds <i>Each agency contributes \$33,300 for a total project cost of \$99,900</i>
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The ESEA is a powerful example of the recent Sacramento Pathways to Success initiative which seeks to provide clear, equitable access to high quality careers in the Sacramento region. The collaboration between K-12, post-secondary, and community organizations will give rise to a new

generation of Sacramentans with successful careers, strong academic and technical knowledge, and design/systems thinking.

MULTILINGUAL EDUCATION

A14-00017 California Department of Social Services	9/15/12 – 8/14/13: Refugee School Impact Grant. This grant is designed to provide supplemental educational programs and services to refugee students and their families. Intensive and innovative programs assist refugee children to improve their English fluency and make progress toward grade-level proficiency. Programs may include English as a second language instruction; after-school tutorials and activities; cognitive enrichment programs; parental outreach programs; and interpreter services.	\$100,000 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ACADEMIC OFFICE

SA14-00085 Editure Professional Development (aka Generation Ready)	7/1/13 – 6/30/14: Sacramento City Unified School District (SCUSD) is continuing its transition to the Common Core State Standards in Mathematics (CCSSM). During the 2012-13 school year, the district launched its transition to the CCSSM with an emphasis on Gr. 3-8. An inquiry-based collaborative design methodology focusing on learning the three major components of the standards (Standards for Mathematical Practice, Instructional Shifts, and the Content Standards) was used to engage teachers and school leaders in professional learning. This model afforded teachers and leaders the opportunity to: a) collaborate quarterly to build a common understanding of the standards, b) strengthen instructional practice with coaching and feedback from district training specialists, and c) continuously assess the impact of their instruction on student learning through examining student work. Although still in its infancy, we have seen changes in both teacher practice and student learning.	\$175,000 K-8 Math Grant Funds
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Moving forward, the scope of work will expand to all grades. A condition of the grant is to collaborate with an external technical support provider. As a result of a robust and comprehensive Request for Proposal (RFP) process, the district will partner with Generation Ready, formerly, Editure Professional Development. The 2013-14 implementation will include a leadership team of teachers from each school who will participate in a four-part series of district professional learning (October, December/January, March, and May/June). During this time, as a community of practice, they will develop the modules, implement them, examine student work, reflect on their own practice, and assist in building capacity at their respective school sites. This constitutes a leadership team of seven teachers per elementary (287);

nine teachers per K-8 (81); and four teachers per middle (28), which totals 396 teachers from 57 schools (41 elementary, 9 K-8, and 7 middle). In addition, these teachers will have the opportunity to collaborate with their colleagues on-site and further address local concerns twice per year (November and February) totaling 12 hours. During these release days, teachers and training specialists may design lessons, model and observe lessons, examine student work and determine implications for teaching and learning, and may engage in lesson study to further their understanding of the practices, shifts, and the math content. Likewise, site leaders will engage in monthly professional learning sessions designed to build their knowledge of the CCSSM and expand their professional toolkits for leading the implementation charge. Due to the magnitude of the required change in practice and belief, both teachers and site leaders will receive on-going support from district mathematics training specialists and our Generation Ready partners who will provide coaching, demonstration lessons, feedback, and resources for instructional planning.

Strategic Plan: At the heartbeat of Pillar One of the district's Strategic Plan 2010-14 is the charge to prepare our students for college-career readiness. The implementation of the Common Core State Standards, which are designed to prepare students for success beyond high school, serves as a key lever for achieving this end.

TECHNOLOGY SERVICES

SA14-00084 AMS.Net	7/1/13 – 6/30/15: Two year agreement for Project Management of new Student Information System (SIS). Duties will include, but not be limited to: Develop and implement assigned project plans within the SIS; Become a functional expert in the SIS, including scheduling, grade book, reporting, conduct, and other functional modules in the system; Establish team communication plan to keep key stakeholders informed of project updates; Monitor implementation, Serve as district liaison for technical components, training, support, etc.	\$351,215 Measure Q Funds
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Strategic Plan: Aligns with Pillar III, Organizational Transformation, by focusing every department, team and individual on new, innovative student information software that supports teaching and learning.

R14-01127 Apple, Inc.	7/1/13- 6/30/14: "Smarter Balanced Assessment Consortium (SBAC) Compliant Testing Devices". Technology Services will purchase 177 Apple MacBook Air laptop carts, containing 6,370 SBAC compliant devices to begin the pilot of Common Core Assessments, Fall 2013. Cost includes product, project management deployment services, technical services, and training.	\$7,868,341 Measure Q Funds
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These Apple devices have been identified as being not only SBAC compliant, but also in-line with existing professional development opportunities and curriculum based programs through the District's Academic Office. These devices can be used in current District academic curriculum and programs, outside of just the testing mandate.

Strategic Plan: Aligns with Pillar 1, Career and College Ready Students, by providing students with a relevant, rigorous and well-rounded 21st Century education that meets four-year college and university requirements; and helps develop rigorous, holistic assessments to measure on-going student progress.

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 130610 Nutrition Services – Paper and Tray Products, Site to Site Delivery
 Bids Received: July 22, 2013
 Recommendation: Award to P & R Paper Supply Co., Inc.
 Amount/Funding: Nutrition Services

BIDDER	BIDDER LOCATION	AMOUNT
P & R Paper Supply Co, Inc.	Redlands, CA	\$228,167.95
Sysco	Pleasant Grove, CA	\$333,147.22
Monahan	Oakland, CA	Non Responsive

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 130712 Elevator and Chairlift Maintenance
Bids Received: July 23, 2013
Recommendation: Award to Elevator Industries, Inc.
Amount/Funding: Site Budgets

BIDDER	BIDDER LOCATION	AMOUNT	
Elevator Industries Inc	Sacramento CA	Elevator Service	\$19,000.00
		Chairlift Service	\$15,720.00
Otis Elevator	Sacramento CA	Elevator Service	\$19,960.00
		Chairlift Service	\$24,100.00
ThyssenKrupp Elevator	West Sacramento CA	Elevator Service	\$26,880.00
		Chairlift Service	\$40,320.00
Capital Elevator Company	Sacramento CA	Elevator Service	\$27,780.00
		Chairlift Service	\$31,800.00
A Step Above Elevator	Vacaville CA	Elevator Service	\$30,200.00
		Chairlift Service	\$28,580.00
Elevator Technology	El Dorado Hills CA	Elevator Service	\$36,020.00
		Chairlift Service	\$39,020.00

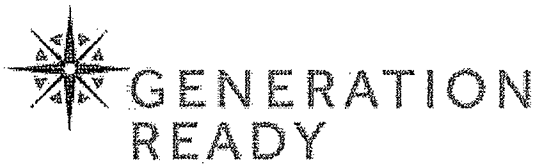
APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Technology Services	None	Recycle

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Landmark Construction	Sacramento Charter High School Girls Gym HVAC Replacement (703-0550)	July 1, 2013



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of July 22nd, 2013 by and between Editure Professional Development Inc., a New York corporation shortly to be known as Generation Ready Inc. ("Generation Ready"), and Sacramento City Unified School District ("School" or "School District"). Generation Ready and the School District may be collectively referred to herein as the "parties" or individually as a "party."

RECITALS

The School District desires to retain the services of Generation Ready for the purpose of providing educational consulting, training services, and materials, and desires to enter into an agreement with Generation Ready for the performance and provision of such services and materials.

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The School District shall retain Generation Ready as educational consultants, trainers, and service providers for the period beginning August 14th, 2013, through May 23rd, 2014 (the "Term"). This "term" may be modified or extended only by mutual, written agreement of the parties covering length of any extended term, scope of additional work, fee and such other terms as either party may require.
2. **Scope of Services.** During the Term, Generation Ready shall perform the services described on Exhibit "A" attached hereto. Such services shall be performed in a competent and professional manner, and in compliance with the terms and specifications set forth in this Agreement. Any change to the delivery schedule for the services set forth in the Work Plan, attached in Exhibit "A", must be requested by the School District in writing at least 30 days prior to the delivery date, in which event Generation Ready shall use all reasonable efforts to accommodate the request. Failure to provide 30 days' notice of a requested change will cause the School District to forfeit that service and will entitle Generation Ready to invoice the School District as though Generation Ready had delivered that service as originally scheduled in the Work Plan. If a timely request by the School District cannot be accommodated by Generation Ready, the parties will consult with each other in good faith to determine another change date that is mutually acceptable.
3. **Fee.** The fee shall be \$175,000, payable over the Term of the project. Generation Ready will submit monthly invoices for services rendered and the School or School District will pay the invoices within 30 days of receipt of the invoice. To the extent the School District disputes the accuracy of any invoice or request for payment, the School District shall pay the undisputed balance promptly and as described in this paragraph, and will provide in writing and within 10 days of the refusal for payment the specific reasons that any invoice or invoice entry is disputed, together with the payment of any undisputed amount. The parties will work in good faith to resolve any billing or payment issues. Generation Ready reserves the right to add interest at an annual rate of 8% (or if less, the highest rate permitted by applicable law) to any payments that become more than 60 days overdue.
4. **Confidentiality and Proprietary Protection.** The School District acknowledges that if Generation Ready provides it with any proprietary methods, training aids, materials and documents, including via proprietary software (collectively, the "IP") the School District acknowledges that Generation Ready owns the exclusive rights to the IP and other items Generation Ready uses in and for its educational consulting and training services. All IP and any other information generated or provided to the School District by Generation Ready shall be used by School District only in connection with the educational purposes or mission of the School District, and shall not be used for any other purpose or disclosed to any other party unless specifically authorized in writing by Generation Ready. The School District acknowledges that any

violation of this paragraph by the School District or any improper use or distribution of any proprietary materials by the School District constitutes cause for Generation Ready to obtain immediate injunctive relief to stop such violation or breach, and that the ability to obtain injunctive relief in such a situation does not limit in any way Generation Ready's other rights and remedies, including indemnification for any losses arising out of breach of School District's obligations under this Section 4 or any claim that Generation Ready's use of any information or materials that the School District furnishes to Generation Ready infringes the rights of a third party. The parties agree that Generation Ready shall own all rights to any intellectual property that is developed in the course of performing services for the School District, except that the School District shall be granted a non-exclusive, royalty-free license, without the right of sub-license, to use any information that is unique to the School District and not of general application in Generation Ready's business.

5. **Termination; Limitations on Damages.** This Agreement shall be terminated upon the happening of any of the following events:
- Upon mutual agreement, in writing, signed by the parties to this Agreement;
 - Upon refusal of prompt and timely payment by the School District; however, such refusal does not excuse or forgive payment by the School District of all amounts owed and that would have been owed to Generation Ready over the remainder of the Term;
 - For material breach of performance of either party's obligations under this Agreement; provided, however, that the party asserting breach shall give written notice of the alleged breach and the reasons therefor and shall provide 30 days for the other party to cure the alleged breach; or
 - For failure of the School District to provide needed and requested materials that are required for Generation Ready to perform the services mentioned in Exhibit A attached hereto, or in this Agreement.

If a breach described in subparagraph (c) above occurs and is cured within the thirty (30) day period, this Agreement shall not be terminated for such breach. In the event such breach is not cured, this Agreement shall be terminated thirty (30) days from the date the notice of breach was provided. Upon termination of this Agreement, Generation Ready shall be entitled to receive the compensation accrued but unpaid as of the date of termination, plus, in the event that Generation Ready is not the breaching party, all amounts that would have been owed over the remainder of the Term.

Notwithstanding anything to the contrary contained in this Agreement (i) Generation Ready shall have no liability arising in whole or in part from an act or omission or the gross negligence of, or a specification or other information furnished by or on behalf of, the District, and (ii) the aggregate liability of Generation Ready and the sole remedy of the School District for breach of contract or warranty, indemnification or otherwise, shall be limited to amounts paid to Generation Ready by the School District pursuant to this Agreement, plus the actual proceeds of any Generation Ready insurance policy that responds."

6. **Relationship Between the Parties.** The relationship of Generation Ready to the School is that of an independent contractor or consultant. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither party shall have any claim under this Agreement or otherwise against the other for employee benefits of any kind, including but not limited to, health and accident insurance plans and retirement plans sponsored by a party for the benefit of its employees. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of a party, the parties hereby agree that both the School and Generation Ready shall have the right to participate in any discussion or negotiation occurring with such agency or agencies.
7. **Notice.** All notices, demands and requests which may or are required to be given by any party to another shall be in writing, and each shall be deemed to have been properly given when served personally on an officer or principal of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, as follows:

If to Generation Ready:

Generation Ready Inc.
Attn: Chief Financial Officer
352 7th Avenue, Floor 12A
New York, NY 10001

If to the District:

Sacramento City Unified School District
5735 47th Avenue – Box 721

Sacramento, CA 95824

8. **Governing Law and Terms.** This Agreement and all rights, remedies, and obligations hereunder, including, but not limited to, matters of construction, validity, and performance shall be governed by the laws of the State of New York, conflicts of laws principles notwithstanding. This Agreement sets forth the full understanding of the parties regarding this matter, and other terms and conditions, including those that may be contained in or referred to in any purchase order, shall be of no force or effect.
9. **Assignability.** This Agreement shall be binding upon, and shall inure to the benefit of the parties and their subsidiaries and affiliates, together with their successors and assigns. No party may assign or transfer its rights or obligations hereunder without the express written consent of all other parties, except that Generation Ready may assign its rights and obligations to an acquirer of all or substantially all of Generation Ready's assets or business.
10. At all times during the Term, as it may be extended or renewed, and for a one year period thereafter, the School shall not:
 - a. Induce, advise, or counsel employees, contractors, representatives, or agents of the Company to leave the employ of the Company or its affiliates, or hire or engage any of the foregoing;
 - b. Otherwise interfere in any way with the relationship between the Company and its customers, employees, representatives, contractors, agents, licensees, or franchisees.

Exhibit A - Scope of Services

Sacramento City Unified School District – K8 CCSS Math Project

Fees: \$175,000

Generation Ready specialist(s) will provide 35 days of support to coach and mentor the instructional leaders in the following activities:

Principals:				
Principal's Institute-	2 days with 2 consultants	4 x \$2500 =		\$10 000
Workshops-	7 days with 2 consultants	14 x \$2500 =		\$35 000
Coaches and Specialists:				
Workshops-	4 days with 1 consultant	4 x \$2500 =		\$10 000
Job embedded support	6 days with 2 consultants	12 x \$2500 =		\$30 000
School Teams:				
Workshops-	16 days with 2 consultants	32 x \$2500 =		\$80 000
	4 days with 1 consultant	4 x \$2500 =		\$10 000
Total Budget:				\$175 000

K – 8 CCSS Math Work Plan

	Monday	Tuesday	Wednesday	Thursday	Friday
August			14th – 15th Principal's Institute (110 people) 2 Consultants – 1 Elementary and 1 Middle/ High		
September					
			2nd Principals' Workshop (110 people) 2 Consultants (1 Elementary and 1 Middle/ High)	3rd Training Specialists (11 people) 9:00am – 3:00pm Teacher Leaders (15 people) 3:00pm – 5:00pm	4th
October			9th 6- 7 School Teams 90 teachers 2 consultants	10th 8 School Teams 40 teachers 2 consultants	
	7th K – 2 School Teams 120 teachers 2 consultants	8th 3 - 5 School Teams 120 teachers 2 consultants			
November			6th Principals' Workshop (110 people) 2 Consultants (1 Elementary and 1 Middle/ High)	7th 2 consultants School Visits/ Support	
December		3rd 2 consultants School Visits/ Support	4th Principals' Workshop (110 people) 2 Consultants (1 Elementary and	5th Training Specialists (11 people) 9:00am – 3:00pm Teacher Leaders	6th

			1 Middle/ High)	(15 people) 3:00pm – 5:00pm	
	9 th 3-5 School Teams 120 teachers 2 consultants	10 th K-2 School Teams 120 teachers 2 consultants	11 th	12 th 6-7 School Teams 90 teachers 2 consultants	13 th 8 School Teams 40 teachers 2 consultants
January			8 th Principals' Workshop (110 people) 2 Consultants (1 Elementary and 1 Middle/ High)	9 th 2 consultants School Visits/ Support	
February			5 th Principals' Workshop (110 people) 2 Consultants (1 Elementary and 1 Middle/ High)	6 th 2 consultants School Visits/ Support	
March	3 rd 2 consultants School Visits/ Support	4 th 2 consultants School Visits/ Support	5 th Principals' Workshop (110 people) 2 Consultants (1 Elementary and 1 Middle/ High)	6 th Training Specialists (11 people) 9:00am – 3:00pm Teacher Leaders (15 people) 3:00pm – 5:00pm	
	10 th 8 School Teams 40 teachers 2 consultants	11 th 6-7 School Teams 90 teachers 2 consultants	12 th	13 th K-2 School Teams 120 teachers 2 consultants	14 th 3-5 School Teams 120 teachers 2 consultants
April					
			7 th Principals' Workshop (110 people) 2 Consultants (1 Elementary and 1 Middle/ High)	8 th Training Specialists (11 people) 9:00am – 3:00pm Teacher Leaders (15 people) 3:00pm – 5:00pm	
May					
	19 th 6-7 School Teams 90 teachers 2 consultants	20 th 8 School Teams 40 teachers 2 consultants	21 st	22 nd 3-5 School Teams 120 teachers 2 consultants	23 rd K-2 School Teams 120 teachers 2 consultants

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the School and Generation Ready as of the date first set forth above.

**EDITURE PROFESSIONAL DEVELOPMENT INC. (and
after name change, GENERATION READY INC.)**

**Sacramento City Unified School District
5735 47th Avenue – Box 721
Sacramento, CA 95824**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



EXHIBIT B

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.

Authorized Signature of Contractor

Date

Printed Name/Title



SERVICES AGREEMENT

Date: July 1, 2013 **Place:** Sacramento, California

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

- Work with Sacramento City School District Administrators to help determine selection of new Student Information System vendor.
- Take the lead in working with Sacramento City School District staff to develop and implement assigned project plans within the Student Information System (SIS) as chosen by the District.
- Become a functional expert in the SIS, including scheduling, grade book, reporting, conduct, and other functional modules in the system.
- Establish a team communication plan, (including meeting schedules, agendas and minutes), to keep key stakeholders informed of project updates.
- Monitor and document SIS phased implementation projects to assure that they are completed on time, on budget and on target.

- Serve as the District liaison for components (technical, training, configuration, support, etc.) of the new Student Information System
- Develop awareness through effective communication, track and resolve issues, and address and mitigate project risks.
- Monitor system issues and coordinate resolutions with support, applications staff and vendor.
- Develop and maintain all project management documentation from inception to closure of each project. Report project progress on a pre-established schedule and as needed basis.
- Alert District staff of any arising issues and milestone related updates.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2013, and continue through August 1, 2015, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be

Year One: \$219,371.75; Year Two: \$131,843.40 (per attached quotes)

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Nick Saechow, Technology Services Director, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

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.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

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 copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid 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:	Contractor:
Sacramento City Unified School District	AMS.Net
PO Box 246870	502 Commerce Way
Sacramento CA 95824-6870	Livermore, CA 94551
Attn: Nick Saechow, Technology Svcs Director	Attn: Jared Bayless, Account Mgr.

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. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. 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 18. 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 19. 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 20. RATIFICATION BY BOARD OF EDUCATION.

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

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

AMS.NET

By: _____
Ken A. Forrest
Chief Business Officer

By: _____
Signature

Date

Print Name/Title

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.

Authorized Signature of Contractor

Date

Printed Name/Title



visit us at www.ams.net

Price Quote
Order #78741

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District
District Office 5735 47th Ave Sacramento, CA 95824
ATTN: Nick Saechow

SIS - Project Manager - Year 1

Order	Project	Modified	Ship Via	Account Mgr.
78741	75227	7/23/2013		Jared Bayless

Products

	Item Description	Taxable	Qty	Unit Price	Total
	Travel Expenses First 6 - Months: 3 nights per week = 78 Second 6 - Months: 2 nights per week = 52* * Please Note: During the second 6 - months some of the work may be done remote therefore hotel / travel expenses may be reduced.				
1	Travel Expense Part #MCM Travel Expense	Y	130	\$135.00	\$17,550.00
Products Total					\$17,550.00

Labor

	Item Description	Taxable	Qty	Unit Price	Total
	<p align="center">Project Management Hourly Breakout</p> <p align="center">Project Dates: July 30, 2013 - August 1, 2014</p> <p align="center">Project Costs are based on the following estimated timeline and are billed at \$115.00 per hour.</p> <p align="center">One - Way Travel Time is included from Oakland to the District office (90 mins).</p> <p align="center">Project will be invoiced on a Bi-Monthly basis.</p>				
	<p align="center">First 6 - Months</p> <p align="center">Monday: 1.5 hours for travel plus 8 hours onsite = 9.5 hours</p> <p align="center">Tuesday - Friday: 8 hours onsite per day</p> <p align="center">26 weeks = 1,079 hours</p>				
	<p align="center">Second 6 - Months</p> <p align="center">Monday: 1.5 hours for travel plus 8 hours onsite = 9.5 hours</p> <p align="center">Tuesday - Wednesday: 8 hours onsite per day</p> <p align="center">26 weeks = 663 hours</p>				
1	<p>SIS Project Management</p> <p>Part #Cabling PROJECT MANAGEMENT / DOCUMENTATION</p>	n/a	1742	\$115.00	\$200,330.00
Labor Total					\$200,330.00

Terms and Conditions Below

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. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. 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. 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 only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

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_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 17,550.00
Taxable Total	\$ 17,550.00
Shipping/Handling	\$ 0.00
Taxes (8.50%)	\$ 1,491.75
Labor Total	\$ 200,330.00
Total	\$ 219,371.75

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.



visit us at www.ams.net

Price Quote
Order #78747

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District District Office 5735 47th Ave Sacramento, CA 95824 ATTN: Nick Saechow	SIS - Project Manager - Year 2 #
--	---

Order	Project	Modified	Ship Via	Account Mgr.
78747	75227	7/23/2013		Jared Bayless

Products

	Item Description	Taxable	Qty	Unit Price	Total
	Travel Expenses 12 - Months: 2 nights per week = 104 * Please Note: Some of the work may be done remote therefore the overall hotel / travel expenses may be reduced.				
1	Travel Expense Part #MCM Travel Expense	Y	104	\$135.00	\$14,040.00
Products Total					\$14,040.00

Labor

	Item Description	Taxable	Qty	Unit Price	Total
	Project Management Hourly Breakout Project Dates: August 2, 2014 - August 1, 2015 Project Costs are based on the following estimated timeline and are billed at \$115.00 per hour. One - Way Travel Time is included from Oakland to the District office (90 mins). Project will be invoiced on a Bi-Monthly basis.				
	12 - Months Monday: 1.5 hours for travel plus 6 hours onsite = 7.5 hours Tuesday - Wednesday: 6 hours onsite per day 52 weeks = 1,014 hours				
1	SIS Project Management	n/a	1014	\$115.00	\$116,610.00
Labor Total					\$116,610.00

Terms and Conditions Below

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. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. 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. 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 only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

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_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 14,040.00
Taxable Total	\$ 14,040.00
Shipping/Handling	\$ 0.00
Taxes (8.50%)	\$ 1,193.40
Labor Total	\$ 116,610.00
Total	\$ 131,843.40

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.

R14-01127

PROPOSAL

Sacramento City Unified School District

Putting Children First



Submitted By
Apple Inc.



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Executive Summary

Introduction

Apple is proud to propose a solution that not only brings a unified and modernized approach for students to successfully complete upcoming online testing requirements, but that also helps to create a digital learning environment in which today's students and teachers will be equipped with the knowledge, tools and support to enable their success in tomorrow's world. To that end, we have composed this proposal to address the critical elements of a successful district-wide laptop deployment.

Delivering On Our Education Commitment

For 30+ years, Apple has been recognized as a leader in education. Throughout these decades, Apple has engaged with educators to explore and enhance the experience of teaching and learning. We have authored seminal research, we have well-established relationships with education leaders, and we have worked closely with a community of educators to keep us grounded on the possibilities when integrating technology into learning environments.

Apple's products enable individuals to solve problems, to collaborate, and to express their innate creativity however they choose. We focus on the individual—the learner. From our earliest days through today, Apple has focused on making the learning experience personal. And we've found that the key to creating a personalized learning environment is that the learner must be at the center of technology, content, and pedagogy. Apple's commitment to education can also be seen in our participation in Partnership for 21st Century Learning, our collaboration with New Media Consortium, and alignment with Common Core State Standards.

The tools supporting education have changed significantly over the years. When school districts first began exploring digital learning environments, iPads and MacBook Airs had not been invented, nor did we have today's rich content ecosystem, which includes the App store, iTunes U, Podcasts and the iBookstore. Today these products have helped spur a global revolution in the education marketplace.

Apple has invested time, resources, and money to build an entire ecosystem around the creation and distribution of education content. Apple has a dedicated Education Content team that works actively with educational publishers, assessment providers, learning management system developers, and the broader education software developer community to help bring engaging, current, and relevant education content to iPad.

From the world's most innovative products to solutions developed specifically for education, no other technology manufacturer can match Apple's pedigree and demonstrated commitment to education.



Collaboration Based On Earned Trust

Apple understands we can best help our customers achieve their vision and objectives by dedicating local Apple resources to work with schools, administration and policy makers. For many years Apple has maintained a team of professionals in the Sacramento area. Apple has worked alongside Northern California districts with a team that includes Account Management, System Engineers, Development Executives, Professional Development, and other staff.

Examples of this collaboration include;

- Deployment of 1:1 programs in many districts around the State of California
- Approval by the Los Angeles Unified School District to deploy 31,000 iPads as part of a phased district-wide 1:1 program
- Deployment of 1:1 MacBook Air laptop initiative at Corchoran USD
Knowledge sharing in key areas such as project management, technical engineering, instructional pedagogy, professional development and culture change
- Induction of many programs into the Apple Education Recognition program for their transformation of teaching and learning
- Induction of California teachers into Apple's Distinguished Educator Program for their innovative teaching in the classroom
- Deployment of MacBook Airs and Apple TV's to approximately 200 teachers and administrators at Natomas Unified School District
- Deployment of 1:1 iPad initiative at Twin Rivers Charter School covering approximately 400 students
- Deployment of approximately 700 iPads for student use at Woodland Joint Unified School District
- Deployment of over 500 iPads for student use at Fairfield-Suisun Unified School District
- Ongoing multi-district Apple events hosted at customer sites across the Sacramento area

Together, districts across Northern California and Apple have implemented leading-edge solutions to support and further the critical mission of educating students. Through these many collaborations, we have built strong relationships and a level of trust only possible when organizations share a vision of success and cooperatively address each and every challenge encountered.



Apple's Sacramento City USD - Laptop Learning Initiative

We understand that districts look to Apple to advise on the solution that can best meet an individual district's needs. To guide these decisions, Apple proposes a unified district-wide deployment of laptops to each school site for daily content creation, project-based learning and information access. This solution allows each school site to successfully implement forthcoming SBAC online testing for all required students within the district's desired 10-day window.

Users	Recommended Device Solution
Elementary Students	11-inch MacBook Air
Secondary Students	13-inch MacBook Air

Apple's solution is based on our pedagogical understanding of the roles and responsibilities of educators and learners. The role and responsibility of the educator is to support student achievement through the creation and curation of effective learning materials, differentiated in accordance with each learner's individual needs. The learner is responsible for thoughtfully engaging with and creating digital content, providing evidence of their mastery of skills, concepts, and content in general. This is at the center of Common Core's call for students to use technology strategically and capably.

Our solution includes hardware, professional development, professional services, project management and award winning technical support. This will enable the successful evolution of each school's classrooms into content-rich, shared resource environments that provide students with access to powerful 21st century technology, while preparing their critical thinking skills and tech savvy necessary on future online assessments.

MacBook Air

MacBook Air is thin, light, and durable enough to take anywhere. With fourth generation Intel processors, faster graphics and fast flash storage, it's more than powerful enough for everyday things like email, web surfing, photo organizing and editing, and FaceTime HD video calls. And with all-day battery life, MacBook Air will go with you and stay with you the entire day.

Our proposal includes MacBook Air 11" for elementary students and MacBook Air 13" for middle and high school students. The MacBook Airs will include iLife to provide powerful digital content creation apps that enable teachers to design and conduct more engaging and individualized lessons. Teachers or students can create rich interactive textbooks with iBooks Author on their Mac, preview the books on an iPad, then distribute their new content to their peers or publish it to the iBookstore. MacBook Air is the consummate learning tool for transforming today's learners into tomorrow's thought leaders.



Innovative Tools for Creating, Curating, and Distributing Content

Home to more than 600,000 free lectures, videos, books, and other resources, iTunes U is the world's largest online catalog of free education content. On iTunes U, students can learn a new language, study Shakespeare, or discover the cosmos. Among the hundreds of colleges, universities, and K-12 schools on iTunes U, there is also content from Stanford, Yale, MIT, Oxford, and UC Berkeley, along with other distinguished institutions, such as MoMA, New York Public Library, and the Maine Department of Education. Content appropriate for every grade level exists in a high-quality, easily accessible format. Our goal in this initiative is to continue to work with AASB to fully leverage this powerful learning infrastructure.

iTunes U also provides the best way to create and teach a course on the iPad, giving teachers tools to bring all of this amazing content together in a single app for their students. From within the iTunes U app, students can watch educational videos, listen to audio lectures, and even take notes. They can read books, view presentations, launch apps, see a list of all the assignments for the course, and check them off as they're completed. When teachers add a resource, send a message, or create a new assignment, students receive a push notification to alert them.

There are many examples of successful iTunes U implementations across the nation. Maine's Foxcroft Academy provides a real-life example of what a small but technologically empowered school can deliver to its learners. In a few short months, Foxcroft has created several of the most popular online courses in the world through their iTunes U portal.

The ability to develop similar iTunes U resources presents AASB and the school districts an opportunity to drive learning to new heights. By focusing on content, creation, and collaboration, districts can build a new learning ecosystem that empowers all students. Distances, disabilities, and zip codes cease to be obstacles when all students can access engaging learning opportunities created and curated by their teachers.

We believe these innovative content and creation tools represent new opportunities for all learners.

iBooks Author

Available free on the Mac App Store, iBooks Author is an amazing new app that allows teachers to create beautiful Multi-Touch textbooks—and just about any other kind of book—for iPad. With galleries, video, interactive diagrams, 3D objects, and more, these books bring content to life in ways the printed page never could. The opportunity for Sacramento City educators to create content that reaches their students has never been better.

Professional Development

Apple Professional Development (APD) brings educational experience and curriculum knowledge to every workshop delivered. With years of collaborative work in Sacramento, APD offers not only classroom experience and trained educators, but also comprehensive professional development focused on supporting classroom teachers, as well as building and district leaders.

The professional development solution outlined in this response focuses on teaching and learning best practices underpinned by a long-term association with the SAMR Model. As a result of this proposal your district will be able to participate in Apple's Education Technology Profile in order to help collectively identify where their teachers are on the SAMR Model. Whether through the use of online resources from iTunes U, face-to-face engagement in a traditional hands-on workshop or through classroom coaching and mentoring, Apple's comprehensive Professional Development plan is ready to take Sacramento City USD educators to new levels of capability and effectiveness.



Project Management and Services

Apple Professional Services (APS) provides implementation services, support services, and program management to support the effective deployment and utilization of technology in the classroom. Our APS team members are experienced professionals who are experts in their chosen fields, hold the highest, most current Apple industry certifications, and are experienced at technical and logistical planning and execution. APS professionals have extensive knowledge of the education market, with decades of successful deployments under their belts.

Apple understands that the deployment of technology into the classroom environment should be implemented with the least possible impact to the customer to ensure a timely and issue-free experience. APS offers a unique team of professionals and a track record of deployment experience.

Most importantly, all APS professionals know what it takes to successfully support a large education rollout, to nurture and train customer skills, to troubleshoot and resolve problems, and to provide their own first-line ongoing support.

To assist the district in addressing the challenges inherent in a district-wide laptop deployment, Apple Professional Services proposes a services strategy with an emphasis on a streamlined and efficient implementation, as well as a train-the-trainer and support model to enable a transition to a self-sustaining support environment.

AppleCare

AppleCare provides the complete support needs for the Apple equipment whether they are in the teachers', students' or administrators' hands. Individual sites throughout Sacramento City USD will no longer need to be concerned if devices go home as AppleCare covers every proposed laptop. Our proposal includes 3-year AppleCare Protection Plan for MacBook Air to ensure a care experience you've come to expect with Apple.

Conclusion

Apple has worked closely with Sacramento school districts and together we have driven meaningful change for students and teachers in California by working side by side since technology became part of the classroom experience. Your laptop Initiative is a significant next step of this meaningful journey and we are proud to share it with you. We understand and embrace the responsibility with which we have been entrusted and your success is our priority.

Education is part of Apple's DNA. Our commitment to education dictates that we should not and cannot be satisfied with the status quo or "good enough," and Apple's proposal was developed with this conviction as its guiding principle. Only Apple offers a complete environment for learning, from the hardware we design, to the software we create, and the instructional ecosystem we are deeply committed to growing and strengthening.

We will stay true to our education commitment. We will continue to develop innovative technology—in every product we make—that transforms learning and empowers every learner to discover his or her own special genius. We are excited to accompany the students and educators of Sacramento City Unified School District on the next step in this journey. Thank you for this opportunity to help transform education—in Sacramento and beyond.



Apple Solution

MacBook Air

Built on the world's most advanced operating system, the Macbook Air is as easy to use as it is powerful. It comes with applications that help students and teachers create amazing projects. And you can do even more with iWork, pro applications, and OS X Server.

Category	Specifications
Display	<p>13.3-inch (diagonal) LED-backlit glossy widescreen display with support for millions of colors. Supported resolutions: 1440 by 900 (native), 1280 by 800, 1152 by 720, and 1024 by 640 pixels at 16:10 aspect ratio and 1024 by 768 and 800 by 600 pixels at 4:3 aspect ratio</p> <p>11.6-inch (diagonal) LED-backlit glossy widescreen display with support for millions of colors. Supported resolutions: 1366 by 768 (native), 1344 by 756, and 1280 by 720 pixels at 16:9 aspect ratio; 1152 by 720 and 1024 by 640 pixels at 16:10 aspect ratio; 1024 by 768 and 800 by 600 pixels at 4:3 aspect ratio</p>
Storage ¹	128GB flash storage
Processor	1.3GHz dual-core Intel Core i5 (Turbo Boost up to 2.6GHz) with 3MB shared L3 cache
Memory	4GB of 1600MHz LPDDR3 onboard memory
Size and Weight	<p>13 inch Height: 0.11-0.68 inch (0.3-1.7 cm) Width: 12.8 inches (32.5 cm) Depth: 8.94 inches (22.7 cm) Weight: 2.96 pounds (1.35 kg)</p> <p>11 inch Height: 0.11-0.68 inch (0.3-1.7 cm) Width: 11.8 inches (30 cm) Depth: 7.56 inches (19.2 cm) Weight: 2.38 pounds (1.08 kg)</p>
Graphics and Video Support	<p>Intel HD Graphics 5000. Dual display and video mirroring: Simultaneously supports full native resolution on the built-in display and up to 2560 by 1600 pixels on an external display, both at millions of colors</p> <p>Thunderbolt digital video output</p> <ul style="list-style-type: none">• Native Mini DisplayPort output• DVI output using Mini DisplayPort to DVI Adapter (sold separately)• VGA output using Mini DisplayPort to VGA Adapter (sold separately)• Dual-link DVI output using Mini DisplayPort to Dual-Link DVI Adapter (sold separately)• HDMI audio and video output using third-party Mini DisplayPort to HDMI Adapter (sold separately)
Camera	720p FaceTime HD camera
Connections and Expansion	<ul style="list-style-type: none">• Two USB 3 ports (up to 5 Gbps)



Category	Specifications
	<ul style="list-style-type: none"> Thunderbolt port (up to 10 Gbps) MagSafe 2 power port SDXC card slot (13" only)
Wireless	802.11ac Wi-Fi networking; ³ IEEE 802.11a/b/g/n compatible Bluetooth 4.0 wireless technology
Audio	<ul style="list-style-type: none"> Stereo speakers Dual microphones Headphone port Support for Apple iPhone headset with remote and microphone
Keyboard and Trackpad	<ul style="list-style-type: none"> Full-size backlit keyboard with 78 (U.S.) or 79 (ISO) keys, including 12 function keys and 4 arrow keys (inverted "T" arrangement) with ambient light sensor Multi-Touch trackpad for precise cursor control; supports inertial scrolling, pinch, rotate, swipe, three-finger swipe, four-finger swipe, tap, double-tap, and drag capabilities
Battery and Power ⁴	<ul style="list-style-type: none"> Up to 12 hours wireless web Up to 10 hours iTunes movie playback Up to 30 days standby time Built-in 54-watt-hour lithium-polymer battery 45W MagSafe 2 Power Adapter with cable management; MagSafe 2 power port
Electrical and Operating Requirements	<ul style="list-style-type: none"> Line voltage: 100-240V AC Frequency: 50Hz to 60Hz Operating temperature: 50° to 95° F (10° to 35° C) Storage temperature: -13° to 113° F (-25° to 45° C) Relative humidity: 0% to 90% noncondensing Maximum operating altitude: 10,000 feet Maximum storage altitude: 15,000 feet
	<ul style="list-style-type: none"> Maximum shipping altitude: 35,000 feet
Included Software	<p>OS X Mountain Lion Includes Mail, Messages, Contacts, Calendar, Safari, Reminders, Notification Center, Notes, Dictation, iCloud, Time Machine, FaceTime, Photo Booth, AirPlay, Game Center, the Mac App Store, iTunes, Gatekeeper, Twitter and Facebook integration, and more. Learn more about OS X Mountain Lion</p> <p>iLife Includes iPhoto, iMovie, and GarageBand. Learn more about iLife</p>
Environment	<p>MacBook Air is designed with the following features to reduce its environmental impact:</p> <ul style="list-style-type: none"> BFR-free PVC-free⁵ Highly recyclable aluminum enclosure Meets ENERGY STAR 5.2 requirements Rated EPEAT Gold⁶



Pricing

Part Number	Product	Qty	Unit Price	Extended Price
TX323LL/A	Bretford Mobility Cart 30 for MacBook	177	\$1565.18	\$277,037.00
BJ382LL/A	MacBook Air 5 pack with AppleCare Protection Plan – 13"	511	\$5269.55	\$2,692,741.22
BJ380LL/A	MacBook Air 5 pack with AppleCare Protection Plan – 11"	763	\$4834.82	\$3,688,966.58
MC747LL/A	Apple 45W MagSafe Power Adapter for MacBook Air	2700	\$68.69	\$185,456.04
D4695LL/A	APS 3 Consecutive Days Project Management Deployment Services	4	\$5652.23	\$22,608.91
D4708LL/A	APS Remote Technical Services (Up to 4 hours)	1	\$591.31	\$591.31
D6156LL/A	APS Custom Setup Integration Services	6370	\$45.64	\$290,747.74
D2344LL/B	APS Custom Setup Services	177	\$200.86	\$35,552.66
D3844LL/B	APS Annual Staff Apple Professional Development	1	\$221,741.43	\$221,741.43
			Subtotal	\$7,415,442.89
			eWaste Fee/Recycling Fee	\$19,110.00
			Sales Tax	\$518,788.21
			Total Discounted Price	\$7,868,341.10

In addition to the pricing outline listed above, Apple has included an Education Price Quote, which gives additional detail on the products and pricing.

Please note that the attached Education Price Quote is valid until December 27, 2013.

Apple Inc. Education Price Quote

Customer: Terry Kritsepis
SACRAMENTO CITY UNIFIED S D
9166437400 phone
terry-kritsepis@sac-city.k12.ca.us email

Apple Inc:

Mark Rand
1 Infinite Loop
MS: 111-HOM
Cupertino, CA 95014
408-784-2470 ph
866-845-2999 fax
mrand@apple.com email

Apple Quote: 2200811906
Quote Date: 25-Jul-2013
Quote Valid Until: 27-Dec-2013

Quote Comments:

IMPORTANT: REFERENCE SEA# 1104954 ON YOUR PURCHASE ORDER TO RECEIVE THIS DISCOUNTED PRICING. DETAILED PROPOSAL COVERING SCOPE OF WORK AND OTHER DETAILS FORTHCOMING.

	Part Number	Details & Comments	Qty	Unit List Price	Unit Discount Price	Extended Disc. Price
1	TX323LL/A	Bretford Mobility Cart 30 for MacBook	177	1,799.95	1,565.18	277,037.00
2	BJ382LL/A	MacBook Air 5-pack w/APP (13"/1.3GHz i5/4GB/128GB flash storage/Intel HD Graphics 5000) w/AppleCare Protection Plan	511	6,060.00	5,269.55	2,692,741.22
3	BJ380LL/A	MacBook Air 5-pack w/APP (11"/1.3GHz i5/4GB/128GB flash storage/Intel HD Graphics 5000) w/AppleCare Protection Plan	763	5,560.00	4,834.82	3,688,966.58
4	MC747LL/A	Apple 45W MagSafe Power Adapter for MacBook Air	2700	79.00	68.69	185,456.04
5	D4695LL/A	APS 3 Consecutive Days Project Management Deployment Services	4	6,500.00	5,652.23	22,608.91
6	D4708LL/A	APS Remote Technical Services (up to 4 hours)	1	680.00	591.31	591.31
7	D6156LL/A	APS CUSTOM SETUP INT SVCS-USA	6370	52.50	45.64	290,747.74
8	D2344LL/B	APS CUSTOM SETUP SVCS-USA	177	231.00	200.86	35,552.66
9	D3844LL/B	APS Annual Staff Apple Professional Development	1	255,000.00	221,741.43	221,741.43
Edu List Price Total						8,527,823.15
- Total Discount						1,112,380.26
Extended Disc. Sub Total						7,415,442.89
- eWaste Fee / Recycling Fee						19,110.00
- Estimated Sales Tax						518,788.21
-						
Extended Disc. Total Price*						7,868,341.10

**In most cases Extended discounted Total price does not include Sales Tax
If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Completing your order is easy:

*Reference Apple Quote number 2200811906 on your Purchase Order
*Fax a copy of this quote along with your Purchase Order to 866-845-2999:

Apple Inc.
1 Infinite Loop

Apple Inc.
MS: 111-HOM
Cupertino, CA 95014

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE [CLICK HERE TO APPLY FOR A CONTRACT](#).
- B. IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL 27-Dec-2013 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SEA # 1104954

Opportunity ID: 136852909

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Professional Services

T11047 - Sacramento City Unified School District: Project Management Deployment Services

Engagement Summary

Assist Sacramento City Unified School District (SCUSD) with the planning and oversight of the Apple Technology project.

This project plan will encompass:

- Strategic deployment planning
- Custom image creation
- MacBook imaging and asset tagging
- MacBook cart deployment

Ordering Information

Listed part number and pricing are for prepaid services. The following quote is valid for 60 days:

QTY (4) D4695LL/A APS 3 Consecutive Days Project Management Deployment Services \$6,500.00 each

Total: \$26,000.00

SCUSD acknowledges that all services delivered under this agreement will be delivered on a "Best Effort" basis and that, as a Time and Materials engagement, there is no guaranteed completion of a specific project or deliverable other than Project Management time.

Required Resource Skillset

Apple Professional Services (APS) will assign an experienced Project Manager to work part-time, on-site and off-site, to assist SCUSD with the planning and execution of their Digital Learning Environment project.

Project Scope

The APS Project Manager is responsible for the following activities:

- Clearly identifying the project's scope, assess the current state of the project, and identify any constraints.
- Clearly identify and communicate project dependencies and roles and responsibilities.
- Establish project communication practices.
- Develop a mutually agreed-to, realistic schedule in conjunction with SCUSD.
- ~~Monitor project activities and take action as necessary to mitigate risk and/or resolve issues.~~
- Conduct regular (typically weekly) conference calls with SCUSD and Apple personnel to facilitate team communication, timely decision making, and progress tracking.
- Monitor Apple shipments and work with SCUSD to ensure all items are delivered.
- Work with SCUSD and Apple resources to schedule, prepare for and coordinate Professional Services engagements associated with the project, such as Integration Services and Apple Professional Development.
- Monitor and communicate project status in a timely fashion.
- Facilitate an planning meeting to identify the project scope, determine roles and responsibilities, define activities and begin developing a project work plan (timeline).
- Coordinate Mac OS X server installation and configuration.
- Coordinate Mac OS X image creation.
- Coordinate imaging and asset tagging of Apple hardware.
- Coordinate delivery and on-site preparation of Apple hardware.

Exclusions

The project manager's scope does not include:

- The Apple project manager's role is not to manage the SCUSD staff, but to help SCUSD facilitate their project and be successful.

Pre-Engagement Preparation

The customer is responsible for completing the following items prior to the start of the engagement:

- Primary Contact: SCUSD will assign a primary contact or project manager to work with the Apple Project Manager and coordinate to SCUSD project personnel, equipment, and activities needed to complete this project.

T11083 - Sacramento City Unified School District: Remote Consulting Services

Apple Professional Services will provide an experienced engineer with Apple Certified Systems Administrator certification or equivalent experience and past professional experience deploying into production and providing administrator-level coaching and mentoring in the following technologies:

- Active Directory Integration
- Profile Manger
- Scripting Services

for (4) remote hours.

Customer acknowledges that all services delivered under this agreement will be delivered on a "Best Effort" basis and that, as a Time and Materials engagement, there is no guaranteed completion of a specific project or deliverable other than Engineering time.

All items below are included for informational purposes only but are NOT guaranteed deliverables or this engagement:

QTY (1) of D4708LL/A @ \$680

Remote Engagement Tasks:

Apple Professional Services will remotely assist and coach the customer in creating a script to perform the following functions:

- Enroll OS X 10.8 clients to the existing Profile Manager Server
- If applicable, join OS X 10.8 clients to the existing Active Directory domain

The delivery of these services will occur via telephone, VPN, iChat, Apple Remote Desktop, SSH, or other mutually supported remote access tool for (4) hours to be delivered in minimum (2) hour increments, and scheduled a minimum of (5) business days prior to required delivery.

Pre-Engagement Preparation

Customer Responsibilities

Remote Access

Provide VPN, SSH or Apple Remote Desktop access to either

- A single server where work is to be performed
- A network segment where all server work is to be performed and at least 1 OS X 10.8 client system for testing purposes

T11083 - Sacramento City Unified School District: Setup Services Scope

Engagement Summary

Apple Professional Services will assist Sacramento City Unified School District with setup services for approximately (6,372) MacBook Air systems and (177) Bretford Carts. This includes asset tagging, imaging and delivery to (81) school sites.

Part Number and Pricing Information

The pricing listed below is valid for 30 days from the date of this quote:

D6156LL/A @ \$52.50/MBA

D2344LL/B @ \$231/Cart

Setup Services

Apple Professional Services will complete the following:

RECEIVING AND WAREHOUSING: Provider will receive and warehouse (not to exceed 45 days) approximately (6,372) MacBook Airs. The (177) Bretford mobile carts are to be shipped directly to (81) customer sites and not to Provider warehouse. Inventory from Apple to arrive **TBD**, at Providers secure storage facility for preparation of final delivery to SCUSD.

Ship to:
CREST Technologies Inc
2011 Senter Road, Dock #2
San Jose, CA 95112
408.290.9558

LOGISTICS AND PROJECT MANAGEMENT: Provider will supply all logistics and project management for the project items covered under this contract. SCUSD to provide provider with the necessary information needed for all logistics and management of the project.

CUSTOM ONLINE PROJECT MANAGEMENT SYSTEM: Upon receiving the first Apple Sales Order Acknowledgment, Provider will give to each person designated by the Apple Sales Team a log-on name to a password-protected custom web site.

CUSTOM IMAGING: Provider will install one custom image based on Mac OS X (v10.8 or later) provided by SCUSD on all MacBooks intended for distribution. ~~Masters of custom image must be given to provider upon arrival at SCUSD or the distribution date will be pushed forward to accommodate imaging processes.~~ Provider will accept custom image via these shipment methods:

- As a .dmg file on a FireWire hard drive or a computer from the order.
- District may send an exact pre-configured computer from the order from which the Provider will extract an image into a .dmg file.

Image is to include only one operating system based on OS X.

CUSTOM IMAGING PROCESSES: Before the Provider will install custom image on all SCUSD computers, the master image supplied will be installed onto one Mac of each configuration from the SCUSD order and given to SCUSD for testing and final approval of the image and image processes. This contract allows for multiple tests until approval is given and the final Golden Master image are established. The image is limited to one Mac OS X operating system. Provider will not install the final image on computers without signed approval from SCUSD of the image and image processes. Provider or Apple is not responsible for the integrity or correctness of the image, legality of the software included in the image, hardware issues, software issues caused by manufacturing processes, or network problems. If networked or site-licensed versions are required for software to be utilized by SCUSD students, it is the responsibility of SCUSD to provide properly licensed versions of all required software. Provider is only responsible for the imaging process. SCUSD signed Final image approval forms to be given to Provider on the first day of services or the distribution date will be pushed forward to accommodate imaging processes.

ASSET TAGS: Provider will apply a customer provided asset tag to each computer. Exact location of asset tags will be given to Provider in a photographic or graphic form. Asset tags and authorized instructions and approval of placement from SCUSD to arrive at Providers warehouse a minimum of 20 business days before the first delivery to SCUSD or the delivery date will be pushed forward to accommodate services required as specified.

DEPLOYMENT: Provider will deliver MacBooks to 81 locations within SCUSD. Provider will deploy computers into assigned locations. Final device location assignments to be given to Provider before delivery so imaging can be managed appropriately. Set up Services will be made on weekdays between 8:00 AM and 5:00 PM, as agreed upon by school site contacts and Provider. Customer will provide school site name, contact info, and address. When Provider's delivery team is on site, an authorized school representative is to be onsite with them at all times to facilitate and approve delivery. Upon arrival of Provider's delivery team, authorized school personnel will provide parking and access for delivery vehicles. Provider is not responsible for locking or unlocking buildings or rooms, disarming or setting alarms, locking or unlocking parking or security gates, or turning on or off lights. Provider will enroll each MacBook in Profile Manager and bind the devices to customer's Active Directory domain (if applicable).

CART SETUP: Provider will unbox and wire (if necessary) 177 Bretford carts and deploy MacBooks into each cart. Carts to be delivered directly to each of the 81 school sites by Apple.

TRASH REMOVAL: Provider will dispose of trash at a central location at each school site.

ASSET DATABASE: Within five business days after completion of the project, Provider will provide an electronic Excel format "Asset Database" copy of all items deployed. Report to include some or all of the following fields, to be chosen by EESD representative:

- Date of Purchase
- Purchase Order Number
- Computer Part Number
- Computer Description
- Computer Serial Number
- Computer Ethernet MAC address
- Computer Airport card MAC address

Report will also include reference to any hardware found DOA. It will be EESD's responsibility to update the Asset Database upon receipt of DOA replacements from Apple.

DOA PROCEDURE: Provider will identify any malfunctioning or DOA computers before SCUSD delivery and give repair information to Apple representative so that any defective computers can be replaced or repaired by Apple before SCUSD delivery. If Apple cannot provide repaired or replacement computers delivered to Provider's warehouse within 15 business days of the first scheduled delivery to SCUSD, Apple will deliver those replacement computers to SCUSD directly and provider will not be responsible for the services on those computers under this contract.

SCUSD RESPONSIBILITIES:

- Designate a Project Manager to work with Provider.
- Project Manager will provide images, asset tags, distribution spreadsheets required, approvals, be the main point person for all communications and provide an authorized signature on the Apple Confirmation of Acceptance of Services document at end of project.
- Provide an Active Directory test account for OS X binding testing and verification
- Designate a Logistics Coordinator who will provide installation information, overview maps of each site with installation locations marked, and a map of the district.
- ~~-- Designate Site Coordinators who will provide clear parking area for Provider's delivery vehicles close to the delivery area~~
- Provide a site-based or district-based representative to sign an acceptance document receipt at the time when delivery is completed at each site

RESOLUTION: Provider will perform conference calls as necessary and coordinate to resolve delivery and technical issues with Apple and SCUSD personnel.

INSURANCE: Provider will carry the necessary insurance to insure all Apple products received prior to and during transportation to the designated school site. Provider will provide Proof of Insurance to Centennial upon request.

COMPLETION: Provider's Site Management will coordinate completeness of installation and verify all agreed upon installation procedures were followed with Apple and Centennial designated personnel

Exclusions

The following items are specifically excluded from this engagement:

- Image creation or remediation
- Asset tags purchase

Mac OS X server setup or configuration



Description of Services

Sacramento City Unified School District: Apple Professional Development (APD) Senior Specialist

This Description of Services outlines the responsibilities of an embedded APD Senior Specialist for the Sacramento City Unified School District.

1. CUSTOMER CONTACT INFORMATION

Sacramento City Unified School District
Sacramento, CA

B. PRINCIPLE COVERAGE PERIOD

On Site Support

Under the terms of this agreement, Apple agrees to provide an embedded Apple Professional Development (APD) Senior Specialist for the period of the negotiated contract. Start and end dates to be mutually agreed upon. The embedded APD Senior Specialist will work school hours, excluding holidays and school closures.

Sacramento City Unified School District and Apple Professional Development agree to provide release time to the APD Senior Specialist for the following:

Unplanned Leave

-- Sick Leave

-- Bereavement Leave

Planned Leave -- Personal Leave/Vacation

-- Training and Meetings

Personnel Requirements:

This position requires a high caliber work ethic built from respect, trust and rapport with colleagues. The embedded APD Senior Specialist will possess a high degree of energy and strong interpersonal skills. This position requires a superior customer focus, exceptional listening skills, excellent communication and presentation skills, and strong leadership skills. Additionally, the embedded APD Senior Specialist will be a licensed or credentialed educator with a classroom experience.

C. SERVICES

The functions and responsibilities of the Apple provided embedded APD Senior Specialist will include but not be limited, to the following, related to Apple technologies deployed within Sacramento City Unified School District:

- Collaborate with Sacramento City Unified School District curriculum and leadership personnel as appropriate, to undergird an effective plan for staff development that will support the goals of the district and individual schools;
- Authorize a Vanguard Team of 20 Sacramento City Unified School District educators annually as Apple Foundations Trainers. Each authorization workshop is 6 hours in length and requires a minimum of 1-hour observation of each participant by the APD Specialist upon completion.



-
- The 20 Apple Foundations Trainers will receive professional development tied to the APD Foundations Workshops which include:
 - iOS Devices
 - iOS Creativity
 - iOS Productivity
 - iOS for Admin
 - OS X
 - iLife
 - iWork
 - iBooks Author
 - iTunes U Course Manager
 - Workflow for Teaching and Learning
 - Deliver Leadership, Foundations, and Curriculum workshops described in the APD Catalog (www.apple.com/education/professional-development) as requested by the district;
 - Provide professional development using Apple technologies that supports the goals of the school district, the California curriculum state standards, and the Common Core State Standards, as appropriate;
 - Coordinate both leadership and teacher training to provide educators with the necessary skills and knowledge to help support the effective use of digital resources;
 - Provide professional development on Apple's iOS and OS as needed to individual schools using a variety of strategies;
 - Provide classroom support for teachers and students in their use of technology;
 - Provide coaching and mentoring as requested;
 - Convene regular meetings of appropriate personnel to review challenges and successes;
 - Prepare regular reports on the progress of the project for Sacramento City Unified School District and Apple
-

D. EXCLUSIONS

--HARDWARE TRANSPORTATION: This Statement of Work does not include the relocation or transportation of any hardware or installation of software.

--THIRD PARTY HARDWARE AND SOFTWARE: The APD Senior Specialist will not be required to support or deploy any hardware or software not manufactured by Apple.

--RECORDING: Any audio or video recording of Professional Development workshops is strictly prohibited, unless expressly approved by Apple in writing.



E. OTHER CONDITIONS

--ENVIRONMENT: Sacramento City Unified School District agrees to provide a secure workspace meeting the district's guidelines, if any, for ergonomics. Sacramento City Unified School District agrees to provide the location, a projector, and speakers for use by the APD Specialist during professional development.

--NETWORK: Sacramento City Unified School District agrees to provide network access for the APD Senior Specialist's iPhone, iPad and computer(s) required to perform his/her professional duties. Sacramento City Unified School District agrees to provide wireless Internet access for APD Specialists and workshop participants to use during the delivery of professional development.

-- Sacramento City Unified School District agrees to provide a single point of contact to provide direction to the embedded APD Senior Specialist. Sacramento City Unified School District agrees to provide a single point of contact to provide direction related to the coordination of PD delivery.

F. CONFIRMATION OF ACCEPTANCE

Sacramento City Unified School District agrees to sign and return a Confirmation of Acceptance (COA) document monthly for professional development support by the embedded Apple Professional Development Specialist. At the end of each month during the project, the Apple Professional Development Specialist will present the COAs for signature. Sacramento City Unified School District agrees to return signed COAs within five (5) business days of their receipt.



Professional Development

Apple Professional Development (APD) would welcome the opportunity to work with the Sacramento City Unified School District to provide and support professional development opportunities. Apple Professional Development brings a special expertise in the effective uses of digital resources to support 21st Century learning in the classrooms and educational leadership throughout the school.

Apple Professional Development (APD) provides training for educators across the country that supports the effective utilization of technology in teaching and learning. This includes working with teachers and education leaders to help create 21st century learning environments with a focus on enhancing student achievement. Pedagogy, curriculum, assessment and effective use of resources are some of the key factors to ensuring a successful learning environment.

We hire and train top-flight senior level consultants who are dedicated teachers and administrators, have classroom experience, are technologically savvy with Apple technology, and possess excellent facilitation skills. Many are recipients of teaching recognition awards and hold advanced degrees. Most importantly, all know what it takes to successfully support effective teaching and learning with technology—and how to nurture behaviors that lead to continuous learning. A recent check of over 35,000 APD workshop surveys showed that participants were 93% (5.57/6.00 average) “highly satisfied” with their workshop experience and Specialist.

Apple Professional Development personnel would work with appropriate Sacramento City Unified School District personnel to determine focus of training and specific dates of delivery. This proposal offers a flexible workshop timeline with suggested content. Leader-led training incorporates elements such as collaboration, Challenge Based Learning, as well as interactivity, facilitation and reflection. Online incorporates elements of just in time tutorials and access to iTunes U digital-rich content.

For a complete list of APD offerings and workshop descriptions, please go to www.apple.com/education/professional-development to download the APD Catalog.



Service and Support

Since Apple makes the hardware, the operating system, and many applications, Apple products are truly integrated systems. And only AppleCare products give you one-stop service and support from Apple experts, so most issues can be resolved in a single call. Please see the attached information on the AppleCare Protection Plan for the MacBook Airs.

In addition, below are some useful URL's for detailed information on Apple's Warranty and AppleCare Protection Plan.

One (1) Year Limited Warranty for Mac:

Available at: <http://www.apple.com/legal/warranty/products/mac-english.html>

3 YR AppleCare Protection Plan for Mac:

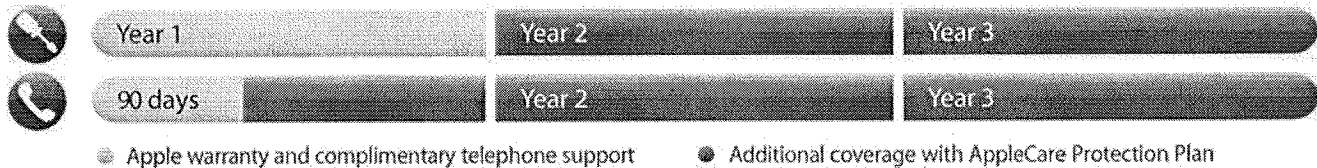
Available at: <http://www.apple.com/support/products/mac.html>

AppleCare Protection Plan for Mac or Apple Display

Every Mac and Apple display comes with a one-year limited warranty and up to 90 days of complimentary telephone technical support. Extend your coverage to three years from your hardware product's original purchase date with the AppleCare Protection Plan. You get direct, one-stop access to Apple's award-winning telephone technical support for questions about Apple hardware, OS X, and Apple applications such as iLife and iWork. And you get global repair coverage for your Mac and Apple display through convenient service options.

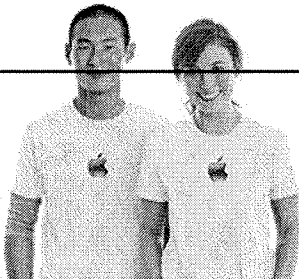


Extend your coverage to three years of service and expert telephone technical support



One stop for service and support

Because Apple designs the computer, the operating system, and many applications, the Mac is a truly integrated system. And only the AppleCare Protection Plan gives you one-stop service and support from Apple experts, so most issues can be resolved in a single call.



- Direct access to Apple experts
- Global repair coverage¹
- Onsite repair for desktop computers: Request that a technician come to your work site¹
- Mail-in repair for portable computers and Apple displays: Mail in your Mac or Apple display using a prepaid shipping box provided by Apple
- Carry-in repair: Take your Mac or Apple display to an Apple Retail Store or other Apple Authorized Service Provider

Apple hardware coverage

The AppleCare Protection Plan provides global repair coverage, both parts and labor, from Apple-authorized technicians around the world.



What's covered — Mac

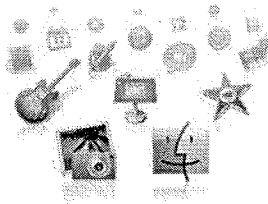
- Your Mac computer
- Included accessories such as the power adapter
- Apple memory (RAM)
- AirPort Express Base Station, AirPort Extreme Base Station, or Time Capsule²
- Apple USB SuperDrive (for MacBook Air, MacBook Pro with Retina display, iMac, and Mac mini)
- Apple display purchased with your Mac

What's covered — Apple display

- Your Apple display
- Built-in camera, mic, and speakers
- Included power cord

Software support included

Whether you're sitting in the comfort of your home or office or on the go, you can get direct access to Apple experts for questions on a wide range of topics.



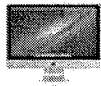
Mac support

- Using the OS X operating system
- Quick how-to questions about iLife and iWork
- Connecting to printers and AirPort networks

Apple display support

- Connecting to your Mac
- Using audio
- Video chatting

Buy the AppleCare Protection Plan for:



iMac



MacBook Air



MacBook



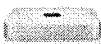
13" MacBook Pro



15" and 17"
MacBook Pro



MacBook Pro with
Retina Display



Mac mini



Mac Pro



Apple Display

Important notes

The AppleCare Protection Plan can be purchased only while your Mac or Apple display is still covered under the standard one-year limited warranty. See AppleCare Protection Plan Terms and Conditions for complete product details.

If you purchase an Apple Display with your Mac, the AppleCare Protection Plan for Mac covers both the computer and the display.

For Mac computers running OS X Server, the plan covers server administration and network management issues using the graphical user interface of OS X Server. For advanced server operation and integration issues, purchase AppleCare OS Support.

For more information, read frequently asked questions.

Frequently asked questions.
Simple answers to common questions

Register your products.
Recently purchased AppleCare?

Visit Apple Support.
Find answers, downloads, and more for

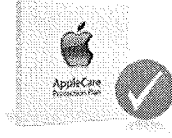
about AppleCare.

Register now.

all your Apple products.

Buy an AppleCare product.

Choose the plan that's right for you or your business.



Call 1-800-MY-APPLE (800-692-7753).
Find your local authorized reseller.

1. Availability of each option depends on country in which service is requested and location of Apple Authorized Service Provider. Apple may also request that the customer replace components with readily installable parts.
2. The AirPort device or Time Capsule must be purchased up to two years before your Mac purchase or during the term of your AppleCare Protection Plan coverage.

AppleCare Protection Plan benefits are in addition to any legal rights provided by consumer protection laws in your jurisdiction. The company obligated under the AppleCare Protection Plan in the United States is AppleCare Service Company, Inc., an Arizona corporation and wholly owned subsidiary of Apple Inc., doing business in Texas as Apple CSC Inc. For complete details, see terms at www.apple.com/legal/applecare/appgeos.html.



Appendix A – Accessibility

Apple’s Commitment to All Learners

In a time when we find our student populations becoming increasingly diverse and learning strengths and needs more apparent, Apple provides award-winning technology tools to support a rich learning environment for students regardless of their learning differences. These tools can engage learners, enhance their achievement, and inspire them to work harder. Apple has always been committed to empowering the individual and demonstrates this commitment by building into Apple’s operating systems features that extend the usability of each system for a diverse range of users. With the newest versions of iOS on the iPad and OS X on the Mac, Apple increases this usability and provides schools with amazingly engaging and cost effective tools.

Apple’s Inclusive Education Solutions

Apple’s inclusive educational solutions provide learning opportunities for everyone in the classroom, regardless of individual learning differences. These elements work together seamlessly out of the box and as part of an end-to-end education solution that prepares all students for life in the 21st century. Accessibility features and applications extend to every member of the learning environment, allowing students, teachers & administrators to thoroughly engage with the device.

With Apple educational solutions, schools get:

- Built-in accessibility features
- Built-in applications that enhance accessibility
- Access to a wealth of third party applications designed for, or applicable to, the education market
- Access to assistive technology products from other vendors, designed to integrate seamlessly with iOS and OS X
- An easy-to-use, consistent, and reliable solution that fits seamlessly into existing computing infrastructures and budgets
- A partner in education who liaises with other industry leaders to meet the needs of schools



Accessibility Features in OS X

Mac computers include an easy to use operating system that enables all students to access content for learning and to become producers of knowledge regardless of their abilities. OS X's powerful, built-in accessibility features, which Apple collectively refers to as Universal Access, and built-in applications that enhance accessibility can be used to meet the unique needs of each learner. Apple has integrated these "Universal Access" features throughout the operating system and consolidated them in a control panel (titled Accessibility) to make specific accessibility features easy to locate, while providing a means to activate and adapt them to meet each user's requirements. OS X not only delivers built-in solutions, but also enables third parties to develop and deliver additional hardware and software accessibility solutions to meet the unique needs of specific users.

For those with vision disabilities:

VoiceOver – A fully integrated, built-in screen reader technology provides access to Mac through speech, audible cues, and keyboard navigation. Key features include:

- Support for multiple modes of interaction including gestures, keyboard commands and braille displays
- Caption and Braille panel for improved collaboration
- Supported Languages: VoiceOver includes English voices and English braille tables for contracted and non-contracted ("computer") braille. It also includes built-in voices that speak 22 languages: Arabic, English, Czech, Danish, Dutch, Finnish, French (France), German, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese (Portugal), Portuguese (Brazilian), Russian, Spanish (Spain), Swedish, Turkish, Cantonese, Mandarin (China) and Mandarin (Taiwan). In addition, there are other languages available for download including: Greek, Hindi, Indonesian, Romanian, Slovak, and Thai, as well as alternative voices with differing dialects such as English (UK), English (Australia), English (South Africa) and Spanish (Mexico).
- Built-in support for over 40 of the most popular USB and Bluetooth braille displays
- Built-in support for more than 80 braille tables supporting a wide range of languages
- Braille mirroring: enables educators to connect up to 32 USB braille displays (or one Bluetooth display and up to 31 USB braille displays) simultaneously to a single Mac. With braille mirroring, multiple braille users can work together on the same computer without having to share the same braille display; deaf and blind users can collaborate together on the same computer at the same time; and students using braille can follow what the teacher is demonstrating to their sighted classmates.
- Portable Preferences: If a student has customized VoiceOver to work a certain way, they can use their **VoiceOver preferences with any Mac. Create a VoiceOver portable preferences file on a USB flash drive using VoiceOver Utility, and when it's plugged into the drive of another computer running OS X Snow Leopard, Lion or Mountain Lion, VoiceOver automatically detects them.**

Screen Magnification – Zoom is a built-in, full-screen magnifier that can magnify items on screen up to 20 times. You can activate it using keyboard commands, a button on the screen, a trackpad gesture, or a Magic Mouse. Zoom can be set to either full screen or a picture-in-picture view, allowing you to see the zoomed area in a separate window while keeping the rest of the screen at its native size. When the screen is magnified, it moves continuously and automatically to follow the motion of the mouse cursor. The screen image is anti-aliased to provide extraordinary text and image clarity. With a powerful Quartz rendering engine in OS X, text, graphics, and even motion video can be magnified without affecting system performance.

Display Adjustment – Flexible display adjustments provide users with visually appealing options such as grayscale, monochrome, or high-contrast video display. These settings do not rely on applications to support them, and they also apply systemwide so students are assured of a consistent view in every application.

Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based



applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can save speech output as a spoken track in iTunes. They can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.

Safari Reader – Safari Reader removes visual distractions from online articles so students can focus on the content. As you browse the web, Safari detects if you're on a web page with an article. Click the Reader icon in the Smart Address Field, and the article appears instantly in one continuous, clutter-free view. You see every page of the article — whether two or twenty. The onscreen controls let you easily zoom in on the article. Because Safari Reader presents multipage articles as one, continuous view, VoiceOver users can listen to the article without any interruptions.

Dictation – Dictation converts your words into text. It works with text fields in any OS X app — no additional third-party developer support is required. Dictation uses the built-in microphone on your Mac, so it works as soon as you start speaking. The more you use it, the better it understands you. Dictation learns the characteristics of your voice and adapts to your accent and it supports Cantonese, English (U.S., UK, Australia, Canada), French (France, Canada), German, Italian, Japanese, Korean, Mandarin, and Spanish. When your system is set to one of these languages, it automatically enters the right text.

Speech recognition – Allows a user to command and control the computer using their voice without requiring the user to train the computer or learn their voice.

View and Magnification Options – Increase icon and text size and magnify items in the Dock.

Scalable Cursor – Easily increase the size of the mouse cursor. Cursor scaling works together with other screen magnification technologies in OS X.

For those with hearing disabilities:

Flash Screen – Flashing screen indicates an alert sound.

Closed Captioning – OS X includes support for playing back open and closed captioning in dynamic content such as movies, videos, and podcasts, using QuickTime, Front Row, and DVD Player. Closed captions appear in a high-contrast white sans serif font against a black background, similar to line 21-style television captions. You can search for closed captioned iTunes U content, movies and television shows in iTunes. You can also add captioning to your own content using industry-standard SCC files with Apple's Final Cut Studio (available separately). Downloaded captioned content from the iTunes Store plays back with captions on iPad, iPad mini, iPhone, iPod classic, iPod nano (4th through 7th generation), iPod touch, and Apple TV; in QuickTime Player (for Mac and Windows); and in iTunes (for Mac and Windows).

Sound Preferences – Easy access to sound preferences allowing the user to select their preferred system volume setting, system beep alert, alert beep volume (which is independent of the system volume setting), and the option to play unique sounds when activating user interface controls. Optionally, audio feedback can also be set to play each time the system volume settings are adjusted.

Messages – Included in OS X Mountain Lion are a powerful text, audio, and video conferencing application called Messages. With its high-quality video and fast frame rate, it's ideal for those who communicate using sign language. You can clearly see both hand and finger gestures in detail, so you can communicate from afar with the same range of emotions available to you when you're in the same room. You can also use Messages to place and receive video relay and text relay calls, using a service called Purple.



FaceTime – Make video calls from your Mac to iPad 2 or later, iPad mini, iPhone 4 or later, iPod touch, or other Intel-based Mac users to easily communicate through sign language without the need of other devices.

For those with physical/motor skill disabilities:

Sticky Keys – Press a set of modifier keys as a sequence rather than all at one time. With Sticky Keys active, each key in the sequence is translucently displayed on screen so the sequence can be verified and corrected if necessary before it's executed.

Slow Keys – Creates a delay between when a key is pressed and when it is accepted, to accommodate users who press wrong keys accidentally and often.

Key repeat – Prevents accidental entry of multiple single keystrokes. The delay rate can be modified to repeat immediately or more slowly when a key is depressed, and repeats the key fast or slow when the key is held down. This can be used in conjunction with Slow Keys to adapt to the user's ability to use the keyboard effectively.

Mouse keys – Perform mouse functions with the numerical keypad.

Keyboard navigation – Manipulate the user interface using the keyboard only. Keyboard shortcuts can be created or modified for any keyboard shortcut. Shortcuts can be used systemwide or assigned to individual applications.

Alternative Keyboard Layouts – In addition to the standard QWERTY keyboard layout, OS X includes several Dvorak keyboard layouts that may be useful for those who have difficulty typing.

Multi-Touch Trackpad Gestures – All Mac notebooks and desktop computers (using a Magic Trackpad) now support Multi-Touch technology. This technology lets users use gestures on the trackpad to control the computer.

Dictation – Dictation converts your words into text. It works with text fields in any OS X app — no additional third-party developer support is required. Dictation uses the built-in microphone on your Mac, so it works as soon as you start speaking. The more you use it, the better it understands you. Dictation learns the characteristics of your voice and adapts to your accent and it supports Cantonese, English (U.S., UK, Australia, Canada), French (France, Canada), German, Italian, Japanese, Korean, Mandarin, and Spanish. When your system is set to one of these languages, it automatically enters the right text.

Speech Recognition – Speakable Items allows a user to command and control the computer using their voice without requiring the user to train the computer or learn their voice. Students can use Speakable Items to navigate menus and enter keyboard shortcuts; speak checkbox names, radio button names, list items, and button names; and open, close, control, and switch among applications.

Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can save speech output as a spoken track in iTunes. Then they can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.



For those with literacy or learning disabilities:

Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can save speech output as a spoken track in iTunes. Then they can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.

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Summarize – Condenses long passages into shorter segments to help keep the attention of students who tend to lose focus.

Word Completion – Students can avoid spelling mistakes and reduce keystrokes with the word completion feature of Mac. After typing a few characters, a student can press the Escape key to open up a list of words beginning with those characters. It highlights correct word usage, and it's available in most applications.

Finder – The Finder displays files as images, text, or icons on Mac's desktop, making it easy for students to find assignments and work in progress.

Built-in Spelling and Grammar Checking – Every Mac provides students with the benefits of resources such as the New Oxford American Dictionary, Oxford American Writer's Thesaurus, Apple Dictionary, Wikipedia, scientific reference materials, and grammar and pronunciation guides. All of the Mac applications access the same dictionaries, ensuring consistency when grammar- and spell-checking documents. If a student adds new words to the spelling or grammar dictionary in one application, they are automatically applied to all other applications.

Talking Alerts – The computer will read aloud the alert messages.

For those with language or communication disabilities:

Text-to-Speech Synthesis – Speaks highlighted text as well as text in dialogs and alert messages. Provides a form of alternative communication when used in conjunction with a variety of text-based applications including TextEdit, Pages, Messages, Safari and Mail. Using the Services menu, students and educators can save speech output as a spoken track in iTunes. Then they can play the spoken text again later, add it to a playlist, and even sync it to an iOS device so they can listen to it on the go.

Applications That Enhance Accessibility

Apple education solutions let schools create a new technology-based learning environment that engages all learners, enhances their achievement and inspires them to work harder while schools and districts work to meet federal AYP criteria. Applications that enhance accessibility, available at no additional cost, include:

QuickTime text track – Enables text access to audio in video or audio-only content. Captioned videos and audio-only content provide alternative formats for students with hearing impairment and also benefit students with second language acquisition needs.

Dictionary – Students have immediate access to the New Oxford American Dictionary & Thesaurus. They can find definitions by typing all or part of a word and use the built-in thesaurus to find synonyms, antonyms, and more – no Internet connection required.



Calculator – An application that’s three calculators in one. It can perform basic, scientific, and programming functions and common conversions such as speed, length, volume, weight, and pressure — even currency. Students can receive instantaneous auditory feedback with each button pressed or as the total is calculated. Apple’s text-to-speech synthesis has been optimized to speak long numbers clearly and correctly. Calculator also includes virtual paper tape.

TextEdit – This versatile word processing application is built into Mac OS X. Students can proof their work by listening to text read aloud and leverage the word completion feature to quickly locate appropriate entries.

Messages – This multi-modal application encourages students to communicate in a variety of formats. Messages is an Internet-based text, audio, and video conferencing application that lets you converse and work with others even when you’re miles or continents apart. Whether students are using the text chat feature with built-in spell check and work completion, engaging in an audio chat, or engaging in a multi-person video chat, students can quickly and easily contact content experts, teachers, and classmates. They can use Messages to view documents remotely and transmit documents between participants. With Messages screen sharing, you and a chat buddy can observe and control a single desktop, so you can easily collaborate with a colleague, browse the web with a friend, and more. Due to its high-quality video and fast frame rate, it’s ideal for those who communicate using sign language. You can clearly see both hand and finger gestures in detail, so you can communicate from afar with the same range of emotions available to you when you’re in the same room. You can also use Messages to place and receive video relay and text relay calls, using a service called Purple.

FaceTime – Make video calls from your Mac to iPad 2 or later, iPad mini, iPhone 4 or later, iPod touch, or other Intel-based Mac users to easily communicate through sign language without the need of other devices.

Calendar – Teachers can provide students and parents easy access to assignments and events with associated timelines.

Creative Expression Tools and Applications

Apple believes that today’s digital learners need tools that will allow them to express themselves in creative, flexible ways and in the modality that best meets their unique needs. We find students who are deaf collaborating through Messages; students with learning disabilities using iPhoto to create stories; and students who are blind using iMovie to share their unique perspective of the world.

iTunes – With iTunes, students can easily browse, organize, and play audio and video content. Subscribing to educational content in iTunes U is a snap.

iPhoto – iPhoto is a 21st century show and tell. iPhoto provides students with engaging alternative methods of demonstrating their knowledge and abilities through photos, text and audio. This visual storytelling provides a way for students with auditory processing difficulties to express themselves.

iMovie – Bring lessons to life through video, sound, and pictures. iMovie lets students focus on content in ways that can be easily shared. In fact, teachers tell us that it is their most effective tool to support challenge-based learning.

GarageBand – The easy way to record audio samples on a Mac. GarageBand provides access to music composition and seamless podcasting capabilities. With GarageBand students can create voice recordings to document progress over time.

iBooks Author – iBooks Author lets anyone easily create incredible iBooks textbooks for iPad complete with rich graphics, movies, photo galleries, Keynote animations, 3D objects, and more. (Please note, iBooks Author is an OS X app used to create content viewable in iBooks on an iPad.)



Pages – Pages is both a streamlined word processor and an easy-to-use page layout tool for designing media-rich documents.

Numbers – Build spreadsheets on a flexible, free-form canvas. So you can move tables, charts, graphics, and text anywhere you want on the page.

Keynote – Create stunning media-rich presentations complete with animations and effects.

Conclusion

For more than 25 years, Apple has provided new and innovative solutions for people with disabilities, allowing them to access — and enjoy using our technology. Over the last few years, that commitment has been honored with multiple industry awards including:

- Federal Communications Commission, Chairman's Award for Advancement in Accessibility (2), October 2011.
- TDI, Robert H. Weitbrecht Telecommunications Access Award, June 2011.
- Royal National Institute of the Blind, Inclusive Society Award, 2011.
- National Federation of the Blind, Dr. Jacob Bolotin Award, July 2010.
- National Federation of the Blind, Special Commendation, September 2009.
- American Foundation of the Blind, Access Award, 2009.

Apple has been particularly committed to helping students with individual learning differences. Apple shares common goals with education – innovation that engages and empowers students and advances teaching, learning and research in a changing world.

For more information on Apple's commitment to Accessibility, please review the information at the following urls:

- <http://www.apple.com/accessibility/>
- <http://www.apple.com/education/special-education/>
- <http://www.apple.com/education/resources/>



Appendix B – Recycling

Not all recycling programs are created equal. The secure and environmentally responsible process that Apple uses results in a high recovery rate of e-waste for domestic reprocessing. So you can rest assured that the school's old electronics are on their way to a better place — not in the ocean or overseas landfills.

Why recycle with Apple?

Using the Apple Recycling Program for Education ensures that your retired equipment will be disposed of in an environmentally responsible manner, with special consideration given to data security:

- All recycled hard drives are ground into confetti-size pieces.
- Customers receive a certificate of destruction for each lot recycled through the program.
- All asset tags and other identifying information are destroyed in the destruction process.
- All of the electronic waste collected through the program is processed domestically in the United States.

How the recycling program works:

- First off, you'll need to register. Then all products must be packaged according to our detailed packaging instructions. Last but not least, you must recycle a minimum of 25 items. *
- We accept any brand of the following equipment: computers, monitors, laptops, printers, fax machines, scanners, desktop-size copy machines, CD drives, hard drives, TVs, VCRs, projectors, overhead projectors, networking equipment, cables, keyboards, and mice.
- Register now and an Apple representative will contact you to coordinate the details.