



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: June 20, 2019

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Expenditure and Other Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Amari Watkins, Director, Accounting Services

Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
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COLLEGE & CAREER READINESS

California Department of Education A19-00095	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$1,122,221 No Match
<p>7/1/19 – 6/30/20: The CTE Incentive Grant will be used to strategically focus on addressing CTE pathway instructional improvement using the CDE High Quality CTE Program Evaluation. District will address the following areas in order to achieve better outcomes for students in CTE pathways:</p> <ol style="list-style-type: none"> 1) Career Exploration and Student Supports 2) Cross-System Alignment 3) Appropriate use of Data for Continuous Improvement 4) Skilled Instruction and Educational Leadership informed by professional learning <p>Since all four focus areas require in-depth professional development and on-going coaching for pathway staff and district staff who are supporting pathway programs, District intends to leverage substitute cost, teacher stipends, and conference-related fees and, through contracting for services from providers that offer for cognitive coaching, high-quality task and performance assessment, and assistance scaling up work-based learning opportunities for students. A portion of the allocation will also be used to support pathways to engage all students in a formalized career exploration and increase work-based learning experiences via funding for transportation and costs related to career field trips.</p>		

California Community Colleges Chancellor's Office A19-00096	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$860,000 No Match
<p>7/1/19 – 6/30/21: The K12 Strong Workforce Program grant will build District capacity systems, practices and networks to improve student opportunity through college and career readiness in collaboration with Los Rios Community College District and our industry partners using robust labor market data provided. District will develop strategies to ensure students make seamless transitions to post-secondary through the participation of two or more courses in a CTE Pathway and two or more courses in a CTE Pathway participation with early college credits. District focal populations are Continuation, English Learners, Special Needs, Independent Study, and other alternatives such as, students who are being transitioned from Juvenile Justice and Court and Community Schools, for 3,500 students.</p> <p>District strategies include:</p> <ol style="list-style-type: none"> 1) Dual Enrollment (AA, Early College, Dual Enrollment, Concurrent Enrollment), Explore opportunities with Work Experience course in Los Rios for student internships with the supports from California Coalition for Early and Middle Colleges 2) Data Support for Continuous Improvement, high need to ensure accurate and quality data 3) Tools, Resources, and Professional Development through NAF, District-wide advisory that will provide oversight of purchasing, input on career ready curriculum, and generate financial and in-kind supports 4) Expanded Learning (Before, After and Summer Programs), Student success will be supported using PLPs, Coordinator for workforce development work will oversee the implementation of PLPs in expanded learning space 5) Professional Learning Opportunities from external and internal contributors, Train the Trainer opportunities (both educator as well as industry led), Summer seminar opportunities for teachers and administrators, career-ready seminars for all central office staff, and lesson studies for CTE teachers. 		

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
Laarni Gallardo SA20-00041	7/1/19 - 6/30/20: Oversee the Nursing Assistant and Vocational Nursing Programs at Charles A. Jones Career & Education Center for the 19/20 school year.	\$100,000 Adult Education Funds
<u>BUSINESS SERVICES</u>		
Sacramento County Office of Education SA20-00031	7/1/19 – 6/30/20: Fiscal advisor services to improve the district’s financial practices per Education Code section 42127.3 and 42127.6.	\$200,000 General Funds
<u>FACILITIES SUPPORT SERVICES</u>		
DLR Group SA20-00050	7/1/19 – Completion of Services: Provide Facility Assessment and Master Planning Services to include 5-Year Facilities Master Plan; Facility Condition Assessment; Educational Specification Assessment; Technology Readiness Assessment; demographic, capacity and utilization analysis; stakeholder engagement and database to support data collected.	\$1,877,142 Measure Q Funds
<u>JOHN STILL K-8 SCHOOL</u>		
Sacramento County Office of Education SA19-00400	8/1/18 – 6/13/19: Provide site-based support for teaching ELA/ELD. Support to include: preservice training, facilitation of pacing and assessment plans, lesson study, and coaching.	\$101,200 SIG Funds
<u>SPECIAL EDUCATION</u>		
Compuclaim SA19-00107	7/1/18 – 6/30/19: Annual renewal of agreement for Medi-Cal Billing Option software. Increase is for consulting services from February to June, 2019.	Original Amount: \$76,100 Increase: \$32,650 New Total: \$108,750 Medi-Cal Billing Option Funds
<u>STRATEGY & CONTINUOUS IMPROVEMENT</u>		
College Board SA20-00036	7/1/19 – 6/30/20: Administration of PSAT and SAT School Day programs. The PSAT Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age. The PSAT will be administered to all students in the 8 th , 9 th and 10 th grades. The SAT School Day Program includes administration of the SAT exam during a school	\$203,998 LCFF Funds

day for all 11th grade students in the District. Prior to the exams students have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Other services include Student Online Score Report, School online access to individual student score reports and aggregate score reports, and downloadable student data file.

YOUTH DEVELOPMENT

<p>Rose Family Creative Empowerment Center SA19-00188</p>	<p>8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at John Still K-8 School, Parkway and Susan B. Anthony Elementary Schools, Luther Burbank High School and Phoenix Park community site. Increase is for the addition of tobacco-use prevention programming and for June Summer Matters programming.</p>	<p>Original Amount: \$653,559 Increase: \$13,000 Total: \$666,559 ASES and LCFF S&C Funds</p>
<p>Sacramento Chinese Community Service Center SA19-00195</p>	<p>8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at 36 sites. Increase is for June Ambassador Summer Program.</p>	<p>Original Amount: \$4,392,285 Increase: \$17,000 \$4,409,285 21st Century; ASES and LCFF S&C Funds</p>

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computers, Server Rack	Freeport Elementary	\$0.00	Salvage

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

<p>Project:</p>	<p>Lease-Leaseback Agreement for Hiram Johnson Core Academic Improvement</p>
<p>Recommendation:</p>	<p>Award to Roebbelen Contracting, Inc.</p>
<p>Amount/Funding:</p>	<p>Amount will be available at the Board Meeting; Measure Q Funds</p>

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

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

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
JM Environmental, Inc.	Abatement, Remediation and Demolition of Transportation Services Buildings and 160ft Antenna	5/2/19
AMS.net	VoIP Remaining Sites	3/18/19

SERVICES AGREEMENT

Date: July 1, 2019 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Laarni Gallardo, RN, BSN (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"):

- A. To act as Director to the Nursing Assistant Program (N.A) and Vocational Nursing (V.N.) program at Charles A. Jones Career & Education Center.
- B. Hold a current California active license as a registered nurse, hold a baccalaureate degree from an accredited school, have a minimum of three years as a registered nurse (one year shall be in clinical and teaching supervision) and have coursework from an accredited instruction in administration, teaching and curriculum.
- C. Work with administration and staff to develop nursing programs under his/her direction, including curriculum, screening and selection criteria and evaluation methodologies.
- D. Ensure that implemented curriculum meets with the California Board of Nursing regulatory standards.
- E. Assist with recruitment and training of associated staff for the N.A./V.N. programs.

- F. Secure and coordinate with host sites for clinical training for the N.A./V.N. programs.
- G. Have clear TB and fingerprint results on file in the District Office prior to working with staff and students.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2019, and continue through June 30, 2020, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$75.00 per hour of services as may be requested by District, not to exceed a maximum of 111 hours of service per month. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Thousand Dollars (\$100,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Charles A. Jones Career & Education Center, 5451 Lemon Hill Avenue, Sacramento, California, 95824.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). Contractor shall obtain subsequent arrest service from DOJ for ongoing notification regarding an individual whose fingerprints were submitted pursuant to §45125.1. Upon receipt of such a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such a subsequent arrest notification. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or

certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

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

Contractor:
Laarni Gallard
24 Press Court
Elk Grove, CA 95758

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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**

CONTRACTOR

By: _____
Jorge A. Aguilar
Superintendent

By: _____
Laarni Gallardo
RN, BSN

Date

Date

Sacramento Office of Education

County

MAILING: P.O. Box 269003, Sacramento, CA 95826-9003
PHYSICAL LOCATION: 10474 Mather Boulevard, Mather, CA
(916) 228-2500 • www.scoe.net

David W. Gordon
Superintendent

January 10, 2019

BOARD OF EDUCATION

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Vice President

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Karina Talamantes

John Quinto, Chief Business Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

SUBJECT: Invoice for Fiscal Advisor Services

Dear Mr. Quinto:

Per Education Code sections 42127.3 and 42127.6, the Sacramento County Office of Education is required to provide services to improve the district's financial practices and the school district is required to pay 75% of the actual expenses incurred. Monthly billings for these services will be provided to your office by the Sacramento County Office of Education.

Enclosed are two copies of the first invoice requiring payment for November and December 2018 services. Please direct any questions to Von Canale, Financial Services Manager, at vcanale@scoe.net of 916-228-2302.

Sincerely,



Von Canale, Financial Services Manager
Sacramento County Office of Education

vc/ds

Enclosures



SERVICES AGREEMENT

Date: June 20, 2019 **Place:** Sacramento, California

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

5-Year Facility Master Plan

Contractor will work with the District and seek input from various stakeholders to develop a 5-year master plan to serve as a basis for future facilities planning and to provide rationale to the school community and public at large for facility initiatives. The master plan will include a general overview of the school district and include specific components: educational program plans and facility standards based on existing and/or future needs, facility condition and suitability assessments of all schools and ancillary buildings, capacity and utilization analyses, enrollment projections, demographics study, and capital availability analysis.

Among other things, the master plan needs to:

1. Identify expansion, remodeling, new schools and site acquisition needed to meet the projected student enrollment and the instructional goals of the education program and identify opportunities for combined schools, closures, or attendance boundary changes.
2. Be based on assessments of each facility, including condition, educational suitability, and technology infrastructure.

3. Identify missing, current, and future facility gaps.
4. Define strategies to improve site circulation, safety, security, and functionality of school grounds.
5. Provide a yearly schedule of projected facility needs and their associated costs.
6. Include community engagement from the school community, including school board, staff and community members regarding the facility issues.
7. Provide cost estimates for all recommendations.

Facility Condition Assessment (FCA)

Data Collection

In consultation with District staff, Contractor will define facility condition data standards and collection standards. Contractor will use these standards to assess and report conditions for the following property elements:

- Site: building proper, utility connections and shut-offs, paving systems, stairs, retaining walls, exterior lighting, and other “landscaping” elements.
- Exterior Systems: roofs, walls, window systems, exterior doors and structural components
- Interior Systems: walls, doors, floors and ceilings, visible structure, and finishes.
- Health/Fire/Life Safety Issues
- Handicap Accessible (ADA) Requirements
- Vertical Transportation Systems
- Heating, Ventilation and Air Conditioning
- Electrical and Electrical Distribution
- Plumbing and Irrigation Systems
- Fire Protection
- Special Construction
- Storm Water Management Ponds and Surface Drainage Structures
- Non-Building Campus Infrastructure: underground utilities, paving systems, roads, walks, utilities, exterior lighting, flagpoles, fences, gates, awnings, and other “landscaping” elements.
- Outdoor Athletic and Accessory Facilities: running track, baseball field, softball fields and football stadiums, concession stands, ticket booths, restroom facilities, tennis courts, storage buildings, etc. Review existing High School Athletic Master Plan and update to make it current to present day costs and create a plan for elementary and middle schools.

Condition Assessment Tasks:

1. Perform a walk-through survey of each facility to become familiar with its construction, equipment, operation, and maintenance and conditions of all systems and components.
2. Meet with District Facilities staff and site staff to become familiar with their evaluation of problem areas.
3. Review existing data, such as work order histories, previous reports, etc., provided by the District.
4. Photograph all conditions and prepare drawings and notes on all site visits.

5. Identify and quantify all deficient conditions in terms of Deferred Maintenance, Preventative Maintenance, Capital Renewal, and Plant Adaptation (including building and fire/life safety code noncompliance issues).
6. Define clearly and accurately the cause or nature of each deficient condition and propose methods of correction for each deficient condition.
7. Classify and rank all deficient conditions and associated correction projects and associate information concerning associated building systems and deficiency classifications by severity and anticipated life-cycle in a Windows compatible database.
8. Identify the resources needed to maintain the operability, suitability, and value of the physical assets given their current function.
9. Identify what is necessary to adapt the facilities to meet the facility requirements of the District, the requirements of today's standards and codes, and the needs of changing technology as it impacts space.
10. Provide data entry in a format to ensure an updated facilities database using the District's current facilities work order and work planning system, "SchoolDude" for use in determining Current Replacement Value, criticality of need and other planning criteria.
11. Database, pre-approved by the Facilities Department, shall be capable of storing, analyzing, printing, and updating the facility condition data and shall have the ability to project and analyze costs for Deferred Maintenance, Preventative Maintenance and Capital Renewal.
12. All assessment data shall be stored in Windows supported database, pre-approved by the District, that supports project objectives and requirements as described in this document. The software and other systems and procedures shall provide district with the capability to continually update all data, manage Deferred Maintenance, Preventative Maintenance and predict future Capital Renewal.
13. The final report will be based on assessments of each facility, including condition, educational suitability, and technology infrastructure.
14. The process will include community engagement from the school community, including school board, staff and community members regarding the facility issues.
15. Cost estimates must be provided for all recommendations.

Existing Data Integration

In addition to facility conditions identified during the assessment, District-supplied facility condition data must be incorporated into the assessment database, analytical studies, and reports. All District-supplied facility condition data will be identified as such and may include if applicable:

- Engineering studies
- Roofing inspections
- Hazardous materials audits
- Accessibility studies
- Williams Act Inspections
- Deferred Maintenance Plan
- Student Enrollment Projections/ Demographic Analysis
- High School Athletic Assessments
- Modular/Portable Inventory
- Previous assessment data

Corrective Actions: Cost Estimating, Budgeting, and Scheduling

Corrective actions shall be recommended for each deficient condition identified and include cost estimates and details of the work required for repair. Alternative green or sustainable corrective actions should be proposed when applicable. The data shall be updateable.

1. Provide cost estimates for correction of each project identified by industry standards, published construction and facilities maintenance, construction and repair cost estimating data, reflecting appropriate adjustments for local labor and material costs. The cost estimating system shall be embedded within the overall database.
2. Calculate the costs for each deficient condition utilizing nationally recognized estimating standards such as R. S. Means Corporation's published construction and remodeling cost estimating data. Costs shall be appropriately adjusted to reflect local and real unit costs based on actual location design/bidding experience in the appropriate metropolitan area. Costs shall include customary soft costs for Architect/Engineering (A/E), Program Management (PM) fees and Project Labor Agreement (PLA).
3. The computerized system will automate annual updating of correction costs based on published inflation rate indices.
4. Provide specific work scopes and cost estimates for each individual item in all categories.
5. The use of life cycle cost analysis and remaining useful life will be used to determine if an item should be repaired or replaced.
6. Calculate the Facility Replacement Cost (FRC) for each facility and site.
7. Provide an automated means of inflating FRCs over time.
8. Calculate the Facility Condition Needs Index (FCNI) for each facility and site.
9. Develop all project deficiencies by Facility/building specific report format.

Deficiency Characterization

To reduce Deferred Maintenance backlog, the assessment database must help identify and manage future construction contracts or work orders. Deficiencies in the database will be categorized by, at least, the following characteristics:

- Construction Specification Institute (CSI) code
- Deficiency priority (defined below)
- Deficiency category (defined below)
- Facility type
- Facility location
- Correction type
- Repair cost

Deficiency Prioritization

Before data collection begins, Contractor and District will establish prioritization standards. The assessment software must be customizable to support these standards. An example of priority standards is as follows.

Priority 1 – Currently Critical (Immediate)

Priority 1 projects pose an identifiable and immediate health and safety risk to either students, staff or other school site users.

- Correct a cited safety hazard
- Stop accelerated deterioration

- Return a facility to operation

Priority 2 – Potentially Critical (year 1)

Priority 2 projects, if not addressed within the next year, have a high probability of resulting in health and safety risks (Priority 1 projects).

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

Priority 3 – Necessary/Not Yet Critical (years 2-5)

Priority 3 projects, if not addressed within the next five years, have a high probability of resulting in damage to building envelope, site conditions, or systems (priority 2 projects). These projects typically include systems that are still operational, but have exceeded operational lifecycles.

- Predictable deterioration
- Potential downtime
- Associated damage or higher costs if deferred further

Priority 4 – Recommended (years 6-10)

Priority 4 projects are not hierarchical, meaning that if they are not addressed they will not escalate to either priority 1, 2 or 3 projects. Priority 4 projects are specific to improving the delivery of the educational program.

- Sensible improvement to existing conditions that is not required for the basic function of the facility
- Overall usability improvement
- Long term maintenance cost reduction

Priority 5 – Does Not Meet Current Codes but “Grandfathered”

Priority 5 projects are not hierarchical, meaning that if they are not addressed they will not escalate to either priority 1, 2 or 3 projects. Priority 5 projects are eligible Deferred Maintenance projects that do not fit into any of the other priority categories.

- No action is required at this time

Deficiency Categorization

Each correction project identified will be assigned to one or more of the following categories:

- Life-safety code compliance
- Building code compliance
- Building integrity
- Educational adequacy standards
- Handicap Accessibility
- Appearance
- Energy

Facility Renewal Forecasting

Because long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable, the consultant must:

1. Analyze and model the standard life cycle deterioration of each facility and report on the annual reinvestment rate to replace components as they become unusable.
2. Establish the cost to replace/refurbish each component/system as it reaches the end of its economically useful life span.
3. Have the ability to analyze multiple year outlooks and various combinations of building type reinvestment rates.
4. Provide a system capable of generating multi-level financial modeling based on the identified facilities renewal backlog and selected time frames. Systems should be capable of analyzing and projecting funding for time periods up to 20 years.
5. Establish a building component life-cycle model to forecast renewal investment rates required to maintain facilities over time. The database shall enable graphical reporting of renewal requirements for individual facilities or grouped facilities, and shall provide life cycle evaluation.
6. Provide multi-level financial modeling capabilities and the ability to benchmark facility condition to other campus buildings. Systems should be capable of tracking and modeling for current situations as well as the future.
7. Project and analyze costs for facilities renewal. Identify the current Facility Replacement Cost (FRC) and the Facility Condition Needs Index (FCNI) of all facilities.

Educational Specifications Assessment

Contractor must be knowledgeable of current state and national curriculum, programs, and future educational trends, including California environmental literacy guidelines and standards. Contractor will work with the District to develop and prioritize educational adequacy standards incorporating any existing District and state standards. These standards will be used to assess educational adequacy and technology infrastructure in order to determine needed facility upgrades and to promote parity and equity among schools.

Contractor will measure and report adequacy of all instructional spaces and sites, including athletic facilities and administrative spaces.

The educational specifications review will include but is not limited to the elements identified below. Contractor will work with the District to define the specific types and characteristics of spaces for the assessment.

- **Facility curriculum support:** Survey how facilities meet standards and support specific functions, including both instructional areas (i.e., classrooms, labs, media center, gym) and other areas (i.e., administration, clinic, counseling, cafeteria, schoolyard, etc.).
- **Space characteristics:** Determine how room sizes and configurations do or do not support the room's function and the educational process.
- **Learning environment:** Evaluate light levels, acoustics and other characteristics.
- **Relationships of spaces:** Evaluate how well educational, administrative and other areas relate to each other.
- **Storage and Equipment:** Survey the adequacy of teacher and student storage and availability of necessary program equipment (i.e., science safety equipment, kilns, CTE equipment).
- **Security:** Measure security and safety to standards.
- **Site:** Evaluate parking, traffic, and outdoor spaces, including play and athletic areas.

Zero Net Energy Assessment

Contractor will direct and assist the district in a Zero Net Energy (ZNE) Assessment of all designated District Campuses. This assessment will be used to determine recommended facility upgrades and renewable energy systems necessary to meet the California Energy Efficiency Strategic Plan of 50 percent ZNE by 2030 and must be recorded in the assessment database. The District and the Department of General Services definition of zero net energy as the following:

ZNE campus – An energy-efficient campus where, on a source energy basis, the actual annual consumed energy is less than or equal to the on-site renewable generated energy. **Provide ZNE Assessment:** This includes a detailed field and energy engineering analysis and a solar PV potential analysis. A breakdown of the historic energy use and cost for each building will be provided. An energy analysis will identify and provide a savings and cost analysis with a high level of accuracy of all practical capital improvement measures that meet the owner's constraints and economic criteria, along with a discussion of any changes to operation and maintenance procedures. A solar PV potential analysis will identify the amount of solar necessary and the available space to install solar at each District Campus. The consultant will collect data on the condition and life-cycle of all major building systems. When appropriate, energy efficiency recommendations will be made on the following systems:

- Building Envelope
- Foundations and Floors
- Doors and Windows
- Skylights
- Lighting
- Daylighting
- Interior Electric Lighting
- Building Automation and Controls
- Cooling Equipment Efficiencies
- Heating Equipment Efficiencies
- Ducts, Supply Fans and Ventilation Control
- Service Water Heating
- Equipment efficiencies

The energy assessment shall be performed on building specific equipment and will not include special process equipment. Equipment excluded from this assessment includes:

- Kitchen equipment
- Manufacturing process equipment
- Computers, printers, copiers and other office equipment
- Welders, assembly line and special handling equipment

Specific Requirements of the Assessment

1. Analyze historic utility data to determine an energy utilization index (EUI) for each designated District Campus.
2. Perform a walk-through survey of each campus to become familiar with its construction, equipment, operation, and maintenance.

3. Meet with District Energy Manager and Facilities Department staff to learn of special problems or needs of all facilities. Determine if any maintenance problems and/or practices may affect efficiency.
4. Identify low-cost/no-cost changes to the facility operating and maintenance procedures and determine the savings that will result from these changes.
5. Review mechanical and electrical system installed condition, maintenance practices, and operating methods.
6. Review existing operating and maintenance problems.
7. Measure key operating parameters and compare to standard design levels, for example, operating schedules, heating/cooling water temperature, supply air temperature, space temperature and humidity, ventilation quantities, and light level at the task. Such measurements will be taken on a spot basis as determined by the field surveyor.
8. List possible modifications to equipment and operations that would save energy. Select those that might be considered practical by the District. List preliminary cost and savings estimates.
9. Identify practical capital improvement measures to improve energy efficiency and list preliminary costs and savings estimates.
10. Provide simplified manual calculations to fully detailed computer simulation as required for the identification of capital improvements.
11. Estimate the impact of each practical capital improvement measure on building operations, maintenance costs, and non-energy operating costs.
12. Estimate the combined energy savings from implementing all practical operational and capital improvement measures for each District campus.
13. Conduct a solar PV analysis to determine the amount of solar necessary to meet ZNE requirements after all practical operational and capital improvement measures are completed.
14. Review each District Campus building and property to determine feasibility and location for solar PV including parking lots and rooftops.
15. List preliminary cost estimates for solar PV.
16. Prepare a financial evaluation of the estimated total potential investment to complete all practical operational and capital improvement measures and proposed solar PV.
17. Create a database to prioritize District campuses based on the cost and savings estimates from all measures, deficiency priority of equipment and District Sustainability Program Participation.
18. Following submission of the report of the ZNE Assessment, meet with the District to discuss priorities.

Technology Readiness Assessment

The consultant should be knowledgeable about current technology trends and work with the District to develop and prioritize technology readiness standards, incorporating any existing District and state standards. These standards will be used to assess technology infrastructure in each instructional building.

Demographic, Capacity and Utilization Analysis

Working with the District's Staff and demographer, utilize existing demographic data and enrollment projections to identify and project student populations by attendance area, school, and grade level in order to define future facility needs. The analysis should include a review of demographic trends, city and county building or growth plans, and District grade span analysis.

The analysis should include a review of current methods and estimates of school capacity calculations and enrollment projections. The analysis should include a review of the space inventory of each assessed facility and the number of students served in each type of space. The analysis should include evaluation of space utilization at all elementary and secondary schools and associated short-term and long-term recommendations for improved use of space within or among school facilities.

Capacity/Utilization Analysis

The capacity planning analysis will include the following:

1. An evaluation of current methods and estimates of school capacity calculations and enrollment projections.
2. A review of the space inventory of each assessed facility and the number of students served in each type of space.
3. An analysis of space utilization at our elementary and secondary schools and associated short-term and long-term recommendations for improved use of space within or among school facilities.
4. An analysis of school types, grade level configuration and school size as it relates to school capacity. It is expected the consultant will work with District personnel to determine District goals and priorities relating to the above factors.

Stakeholder Engagement

Stakeholder engagement is an important component in any successful facility program. The consultant will work with District Staff to identify key individuals and groups and develop a plan to engage District stakeholders through varied methods, including interviews, focus groups, community meetings, and online surveys. Consultant shall create and disseminate a survey for community feedback. Consultant shall collect and compile data and present results to the District. Stakeholder meetings will be held at times and locations appropriate for community wide participation.

Database and Technology Requirements

The Windows supported database must support the data collected and services provided as described in the section, *Scope of Work - Base Services*. To summarize briefly the consultant must provide an appropriate Windows supported database system and procedures that enable the District to continue to update all data, manage Deferred Maintenance, Preventative Maintenance, predict future Capital Renewal and support strategic work planning.

Photographs

Provide digital photographs for each facility and deficiency and include these in the Final Report. Exterior photographs will be used for campus identification and documentation of structural problems, major site deficiencies, or special conditions. Interior photographs will be used to document critical and unusual conditions. Photographs will be used to explain and/or justify the prioritization of corrective actions.

Documentation

The consultant shall provide written documentation of processes, inspection methods, cost data, adopted standards, Windows supported database to enable District Staff to continue to use and update the information and systems as a permanent planning tool.

1. Provide training for staff in all aspects of the process and program including updating information and generating reports based on various budget options.
2. Provide written reports as directed for documentation of progress and for final presentation.

Jurisdictional Review Meetings

The consultant shall conduct or attend meetings as directed by the District which may include:

- Potential public sessions to explain the purpose, strategy and methods for information gathering and to solicit input from review authorities and community members on standards and specific needs.
- Presentations to Board Members; orientation and final presentation.
- Progress meetings with the District Staff.

Deliverables

The following items shall be delivered as part of this project:

- Comprehensive facility assessment report and assessment reports for each facility assessed (electronic copy and four hard copies).
- 5-Year Facility Master Plan
- Functional, multi-user assessment windows supported database system. Formal, multi-media presentation of results

Safety and Security Assessment

Provide an analysis of safety and security upgrades that are necessary at school sites to be in compliance with Crime Prevention through Environmental Design (CPTED) principles.

Equipment Inventory

The consultant should provide an inventory of fixed, visibly-accessible building equipment to include the following suggested list:

Equipment List

Boilers
Condensing Units
Pumps
Variable speed drives
Building electrical service entrances, transformers, panels and switchgear
Moto control centers

Unit air conditioners (excluding window units)
Chillers
Air handling units, fan coil units and other unit ventilators
Packaged roof top units
Return air fans, roof fans, and exhaust fans (excluding small inline duct fans)
Generators
Cooling towers
Building Control Systems (Main Panel)
Energy Management Systems (Main Panel)
Fire suppression systems (wet, dry, gas and chemical)
Dry sprinklers
Building distribution panels, lighting panels, power panels
Elevator equipment, pumps, motors, controls
Fire alarm systems (Main and Auxiliary Panels)
Wet Sprinkler system
Automatic (Chemical/Gas) fire suppression
Building utility meters
Intrusion Alarms
Intercom Systems
CCTV (Close Circuit Television)
LCD Projectors

The consultant will collect the following data where applicable for each equipment component:

Equipment Data

Serial Number
Horsepower
Locations by facility, building, floor, room
Inventory tag number (durable weather resistant bar-coded tag directly attached to the component)
Manufacturer and Model
Capacities
Voltage
Date placed in service, if available
Refrigerant type, if applicable and available

The consultant shall collect data designated by the district and affix a highly durable barcode tag to each piece of equipment. Barcode tags shall be able to synchronize with district's Computerized Maintenance Management System (CMMS) or Computer-aided Facility Management (CAFM) system and consultant's software programs. If necessary, consultant shall verify and update the existing CMMS equipment inventory list. The updated, verified inventory list will be provided in a format acceptable to District's existing CMMS for uploading of data. Inventory data will be housed in consultant's assessment database for future transfer to CMMS application and for equipment capital renewal budgeting. District will have the ability to download data to an MS Excel format from the contractor database.

Space Inventory

Space to be inventoried includes total facility portfolio, subtotal by building area, and subtotal by type of space. Type of space includes:

- Instructional
- Custodial
- Administrative
- Facility support

ARTICLE 2. TERM.

This Agreement shall commence on June 20, 2019, and continue through completion of services, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as detailed in Exhibit B.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Cathy Allen, Chief Operations Officer, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

Contractor (architect) shall indemnify, defend, and hold harmless the District, the Board of Education, each member of the Board, and their officers, agents and employees against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of Contractor, its officers, employees, or consultants in performing or failing to perform the Services described above. The costs of defense of such claims shall be limited to Contractor's proportionate share of liability, in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's

business, Contractor shall meet and confer with other parties to the claim regarding unpaid defense costs.

The District shall indemnify, defend, and hold harmless Contractor, its officers, agents and employees from any and all claims, liabilities and costs arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of District, its officers, employees, or consultants providing any work to the District related to the Services.

Principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to fault of that party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

District:	Contractor:
Sacramento City Unified School District	DLR Group, Inc.
PO Box 246870	Attn: Mark Covington
Sacramento CA 95824-6870	1050 20 th St Ste 250
Attn: Jessica Sulli, Contracts	Sacramento, CA 95811

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

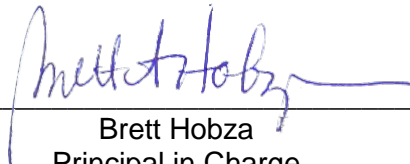
This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

DLR GROUP, INC.

By: _____
Jorge A. Aguilar
Superintendent

By:  _____
Brett Hobza
Principal in Charge

Date

June 12, 2019

Date

EXHIBIT A

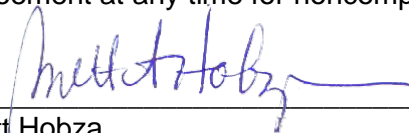
CONTRACTOR CERTIFICATION of COMPLIANCE

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.



Brett Hobza
Principal in Charge

June 12, 2019

Date

EXHIBIT B

Fee Proposal

Services		
1	5 year FMP	\$ 280,800
2	Facilities Condition Assessment (includes data collection for Ed Spec Assessment, Technology, safety/security, and space inventory)	\$ 543,640
3	Educational Specifications Assessment	\$ 46,800
4	Zero Net Energy Assessment	\$ 219,365 *
5	Educational Specifications and Standards	\$ 105,300
6	Technology Readiness Assessment (developed from data collected during Facility Condition Assessment)	\$ 140,400
7	Demographic Cap and Utilization Analysis	\$ 46,800
8	Stakeholder engagement	\$ 56,160
9	Database and technology (developed from data collected during Facility Condition Assessment)	\$ 46,800
10	Safety and Security Assessment (developed from data collected during Facility Condition Assessment)	\$ 56,160
11	Equipment Inventory	\$ 190,763
12	Space Inventory (developed from data collected during Facility Condition Assessment)	\$ 29,250
Total Fee this proposal		\$ 1,742,296
Reimbursable expenses (2% of total fee, plus estimated direct consulting expenses)		\$ 134,846

* Once this District-wide data is collected, DLR Group will provide a ZNE Assessment for District-identified sites only. For estimating purposes in this proposal, these numbers would be roughly \$5,000 for an elementary school, \$7,500 for a middle school, or \$15,000 for a high school, all negotiable.

MEMORANDUM OF UNDERSTANDING

Agreement EMS #1183
2018-2019

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

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

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

A. **SCOE** agrees to:

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

MOU Contact:

Tami Wilson

(916) 228-2350

twilson@scoe.net

Services provided by:

Melissa Hilleby / Christine Anderson

(916) 228-2553 / (916) 228-2634

mhilleby@scoe.net / canderson@scoe.net

2. Provide the following service:

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

Location of the service

John Still K-8 School

2200 and 2250 John Still Drive

Sacramento, CA 95832

3. **SCOE** will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
4. Provide an evaluation of services.
5. Provide training materials. Any and all training material are the exclusive property of **SCOE**. **School** and its agents must obtain written permission from **SCOE** before it disseminates, markets, or otherwise uses the training materials.
6. Invoice **School** within 30 days of execution of this MOU:
John Still K-8 School
2200 John Still Drive
Sacramento, CA 95832

MEMORANDUM OF UNDERSTANDING, Agreement EMS #1183

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

Sacramento County Office of Education
Nancy Herota, Ed.D.
Assistant Superintendent, Educational Services



Signature Date 4/2/18

John Still K-8 School
Sacramento City Unified School District
Reginald Brown, Principal



Signature Date 8/10/17



Director Approval Date 5/30/18



Director Approval Date 6-1-18

**Exhibit A
John Still K-8 School**

Preservice

Grade Level	Instructor	8:30 – 11:30 Lunch on own 12:30-3:30	Notes
August 23			
Kinder	Deirdre	Topics to include: <ul style="list-style-type: none"> • Review & Routines • Unit 1 components • Daily planning and pacing 	
Grade 1	Kou		
Grade 2	Melissa		
Grades 3-6	Becky		
Grades 7-8 (8/23 only)	Christine	<i>myPerspectives</i> <ul style="list-style-type: none"> • Components • Planning and pacing 	
August 28			
	Melissa Christine	<ul style="list-style-type: none"> • K-6 (co-facilitate with administration) <ul style="list-style-type: none"> ○ AM: Foundational Skills ○ PM: Assessment and Pacing • 7-8 <ul style="list-style-type: none"> ○ Assessment and Pacing ○ Continue planning 	<i>Discussion on June 26 regarding spending the full day on Assessment and Pacing and omitting the FS module</i>

SIPPS Support – Consider another MOU, adding additional days in Winter/Spring based on need. Site will provide substitutes.

	Date	Support Description	Attend			Notes
			T	C	A	
1	Sept. 25	Extension Level: Planning AM: Group A PM: Group B				# subs TBD
2	Sept. 26	Extension Level: Group A Teaching				
3	Sept. 28	Extension Level: Group B Teaching				
4	Oct. 8	Beginning Level: Planning AM: Group A PM: Group B				
5	Oct. 9	Beginning Level: Group A Teaching				
6	Oct. 10	Beginning Level: Group B Teaching				
7	Oct. 22	Challenge and Plus Level: Planning AM: Challenge PM: Plus				
8	Oct. 23	Challenge Teaching				
9	Oct. 24	Plus Teaching				

10	TBD	Kinder Planning SIPPS				
11	TBD	Kinder Teaching SIPPS				
12-15	TBD	Preparation – 4 days				

Benchmark Support

Site will provide substitutes.

	Date	Support Description	Attend			Notes
			T	C	A	
LESSON STUDY ROUND 1						
1	Sept. 18	Kinder Planning (includes prerequisites for SIPPS and Benchmark)				3 subs
2	Sept. 19	Kinder Coaching				AM/PM covers for debrief
3	Nov. 13	AM: Gr. 5 planning PM: Gr. 6 planning				# subs TBD
4	Nov. 14	Gr. 5 Coaching				
5	Nov. 15	Gr. 6 Coaching				
6	Dec. 3	AM: Gr. 3 planning PM: Gr. 4 planning				
7	Dec. 4	Gr. 3 Coaching				
8	Dec. 5	Gr. 4 Coaching				
9	Dec. 17	AM: Gr. 1 planning PM: Gr. 2 planning				
10	Dec. 18	Gr. 1 Coaching				
11	Dec. 19	Gr. 2 Coaching				
LESSON STUDY ROUND 2						
12	TBD	Kinder Planning				
13	TBD	Kinder Coaching				
14	TBD	AM: Gr. 1 planning PM: Gr. 2 planning				
15	TBD	Gr. 1 Coaching				
16	TBD	Gr. 2 Coaching				
17	TBD	AM: Gr. 3 planning PM: Gr. 4 planning				
18	TBD	Gr. 3 Coaching				
19	TBD	Gr. 4 Coaching				
20	TBD	AM: Gr. 5 planning PM: Gr. 6 planning				
21	TBD	Gr. 5 Coaching				
22	TBD	Gr. 6 Coaching				
23-30	TBD	Preparation -- 8 days				

Gr. 7-8 Professional Development – support myPerspectives

Site will provide substitutes on lesson study days

Day	Date	Support Description	Attend			Notes
			T	C	A	
LESSON STUDY ROUND 1						
1	---	Preparation				
2	Sept. 10	Lesson Study: Plan				2 subs
3	Sept. 12	Lesson Study: Teach and Observe				1 sub
4	Sept. 17	Coaching: ½ day with each teacher				0 sub
LESSON STUDY ROUND 2						
5	---	Preparation				
6	TBD Fall	Lesson Study: Plan				2 subs
7		Lesson Study: Teach				1 sub
8		Coaching				0 sub
LESSON STUDY ROUND 3						
9	---	Preparation				
10	TBD Winter	Lesson Study: Plan				2 subs
11		Lesson Study: Teach				1 sub
12		Coaching				0 sub
LESSON STUDY ROUND 4						
13	---	Preparation				
14	TBD Spring	Lesson Study: Plan				2 subs
15		Lesson Study: Teach				1 sub
16		Coaching				0 sub

MEMORANDUM OF UNDERSTANDING

Agreement #19035
2018-2019

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

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

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

A. **SCOE** agrees to:

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

MOU Contact:

Tami Wilson

(916) 228-2350

twilson@scoe.net

Services provided by:

Christine Anderson

(916) 228-2634

canderson@scoe.net

2. Provide the following service:

Site-based support for 7th and 8th grade teachers. See Exhibit A, for schedule and details, which is attached hereto and incorporated by reference.

Location of the service

John Still K-8 School

2250 John Still Drive

Sacramento, CA 95832

3. **SCOE** will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
4. Provide an evaluation of services.
5. Provide training materials. Any and all training material are the exclusive property of **SCOE**. **School** and its agents must obtain written permission from **SCOE** before it disseminates, markets, or otherwise uses the training materials.
6. Invoice **School** within 30 days of execution of this MOU:
John Still K-8 School
2250 John Still Drive
Sacramento, CA 95832

B. **School** agrees to:

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

Joanna Evans

Joanna-evans@scusd.edu

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

C. Fiscal: School agrees to pay SCOE \$18,700 within 60 days of invoicing.

D. General Provisions

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

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but

**Exhibit A
John Still K-8 School**

Description:

- A) Site-based support for 7th and 8th grade ELA/ELD teachers.
Support to include: Facilitation of pacing and assessment plans, lesson study, coaching, intentional focus on ELD instruction, implementation of CAASPP IABs, analysis of IAB data to determine next steps, planning considerations in relation to SEL and UDL. See Exhibit A for details.
- B) Site-based Designated and Integrated ELD support for 7th and 8th grade content area teachers
Support to include: Professional learning related to Designated and Integrated ELD, planning and coaching support for effective implementation and integration of ELD standards in content area classes.

All dates below are approximations and can change to better meet the needs of the site and/or the teachers:

Gr. 7-8 Professional Development (Site will provide substitutes as noted.)

Day	Date	Support Description	Attend			Notes
			T	C	A	
LESSON STUDY ROUND 4						
1	---	Preparation				
2	April 2	Lesson Study: Plan				2 subs
3	April 4	Lesson Study: Teach and Observe				1 sub
4	April 11	Coaching: ½ day with each teacher				0 sub
PROFESSIONAL LEARNING and IMPLEMENTATION						
Topics to include each time: Integrated and Designated ELD, Planning with MyPerspectives, IABs, SEL and UDL (SEL and UDL incorporated during the final two meeting times) An agenda/brief report will be provided to administration after each professional learning and implementation day.						
	Tentative Dates	Preparation				
6	Feb 6	Professional Learning and Implementation				2 subs
7	Feb 20	Professional Learning and Implementation				2 subs
8	March 20	Professional Learning and Implementation				2 subs
9	---	Preparation				
10	April 8	Professional Learning and Implementation				2 subs
11	April 30	Professional Learning and Implementation				2 subs
DESIGNATED AND INTEGRATED ELD SUPPORT FOR 7TH AND 8TH CONTENT AREA TEACHERS						
Support to include: Professional learning related to Designated and Integrated ELD, planning and coaching support for effective implementation and integration of ELD standards in content area classes.						
12	---	Preparation				
13	TBD	Professional Learning and Implementation				
14	TBD	Professional Learning and Implementation				
15	---	Preparation				
16	TBD	Professional Learning and Implementation				
17	TBD	Professional Learning and Implementation				



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00024902**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "**Agreement**"), is made as of this **May 22, 2019** ("**Effective Date**"), by and between Sacramento City Unified School District ("**Client**") and the College Board (the "**College Board**").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "**Deliverables**") in accordance with the applicable schedules, which outline the Deliverables hereunder ("**Schedule**"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 01, 2019 and, unless sooner terminated as provided herein, will expire on June 30, 2020 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2019-2020 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.



4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.



9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824-4528
Tel: (916) 643-7400
Email: gerardo-castillo@scusd.edu

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.



9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00024902

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

COLLEGE BOARD

Lisa Allen
Signature

DocuSigned by:
Jeremy Singer
Signature

LISA Allen
Name

Jeremy Singer
Name

Deputy Superintendent
Title

President
Title

5/30/2019
Date

05/23/2019
Date



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT^{®1} assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by Client in Section IV (List of Participating Schools):

1. School and Student Deliverables:

- a. PSAT/NMSQT test materials (student guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™.
- g. SAT Suite of Assessments Educator Guide (one copy sent to each school).
- h. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential.

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

4. Required Information. Client shall furnish the College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of Participating Schools cannot be made after **September 6, 2019**. Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

¹ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.
2. **PSAT/NMSQT Student Reports.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.
3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.
4. **PSAT/NMSQT Assessment Administration.** The exam shall be administered on **October 16, 2019**. The alternate exam administration is on **October 30, 2019**. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Coordinator Manual.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
American Legion High School	052700
C K McClatchy High School	052705
Capital City School - Independent Study	052909
George Washington Carver School of Arts and Science	053015
Health Professions High School	053984
Hiram W Johnson High School	052717
John F Kennedy High School	052713
Kit Carson International Academy	054889
Luther Burbank High School	052719
Met Sacramento High School	053916
Rosemont High School	053927
Sacramento Accelerated Academy	050808
Sacramento New Technology High School	053012
School of Engineering and Sciences	054286
West Campus High School	052728

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of Client, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools²

² The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT/NMSQT and two other Suite assessments	PSAT/NMSQT and one other Suite assessment <u>OR</u> PSAT/NMSQT and more than one grade tested
≥ 0% and <50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2019**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the full test fee of \$17.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.



**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the following PSAT 8/9 deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools).

1. School and Student Deliverables:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance. In addition, if Client is administering digital testing, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- e. If Client is administering digital testing (the 'Digital Testing'), schools will receive online access to the digital testing platform and download applications.
- f. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- g. School online access to AP Potential™ for students in 9th grade.
- h. SAT Suite of Assessment Educator Guide (one copy sent to each school).
- i. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- j. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Required Information. Client shall furnish the College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code at **least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under Section II (Deliverables).



III. PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

2. **PSAT 8/9 Student Reports.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT 8/9 Test.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by the College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

5. **PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2019 and March 2020, and its second testing date in April 2020. The Client has agreed to administer the PSAT 8/9 to the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines set forth in the PSAT 8/9 Coordinator Manual. For the Digitally Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

6. **Digital Testing Requirements** (If Client is administering digital testing):
- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
 - b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the Digital Testing in each testing room, and school-owned devices for each test-taking student with the College Board Secure Browser installed.



Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet the College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

- **Supported Operating Systems for Student Testing:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
- **Supported Web Browsers by Operating System:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Sacramento City Unified School District	A.M. Winn Public Waldorf	059899	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Albert Einstein Middle School	059144	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Alice Birney Waldorf K-8 School	059891	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	American Legion High School	052700	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	C K McClatchy High School	052705	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	California Middle School	059145	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Capital City School - Independent Study	052909	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Father Keith B Kenny K-8 School	Pending	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Fern Bacon Middle School	059146	8, 9	Sep 23, 2019 - Jan 24, 2020



Sacramento City Unified School District	Genevieve F. Didion K-8 School	059174	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	George Washington Carver School of Arts and Science	053015	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Health Professions High School	053984	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Hiram W Johnson High School	052717	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	John F Kennedy High School	052713	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	John Morse Therapeutic Center	059425	8	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	John Still K-8	059147	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Kit Carson International Academy	054889	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Leonardo Da Vinci School	059894	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Luther Burbank High School	052719	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Martin Luther King Jr K-8 School	059892	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Met Sacramento High School	053916	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Rosa Parks Middle School	059890	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Rosemont High School	053927	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Sacramento Accelerated Academy	050808	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Sacramento New Technology High School	053012	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Sam Brannan Middle School	059149	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	School of Engineering and Sciences	054286	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Success Academy	059904	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Sutter Middle School	059024	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	West Campus High School	052728	8, 9	Sep 23, 2019 - Jan 24, 2020
Sacramento City Unified School District	Will C Wood Middle School	059151	8, 9	Sep 23, 2019 - Jan 24, 2020

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of Client, and the product(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

³ The College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



Free and Reduced Price Lunch (FRPL) Percentage	PSAT 8/9 and two other Suite assessments	PSAT 8/9 and one other Suite assessment OR PSAT 8/9 and more than one grade tested
≥ 0% and <50%	\$9.00	\$9.50
≥ 50% and < 75%	\$8.00	\$9.00
≥ 75%	\$7.00	\$8.00

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2019 – Jan. 2020	October 31, 2019

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the full test fee of \$12.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

4. **Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per test booklet will be charged if a school is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee



SAT SCHOOL DAY PROGRAM FIXED FEE SCHEDULE

I. BACKGROUND

The College Board will support Client in administering the SAT exam during a school day. Under this Schedule, ‘SAT’ will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the ‘Program’). The College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students (‘Participating Grade’). Shifting this financial obligation from the student to Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by Client in Section IV (List of ‘Participating Schools’).

1. **School and Student Deliverables:**
 - a. SAT test materials (test booklets)
 - b. Student Online Score Report, delivered via the College Board website
 - c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance. In addition, if Client is administering digital testing, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
 - d. If Client is administering digital testing (‘Digital Testing’), school will receive online access to the digital testing platform and download applications.
 - e. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - f. Materials to support test administration (copies sent to schools).
 - g. If Client is administering Digital Testing, SAT SD Digital Testing Coordinator Manual (copies sent to schools based on their district’s bulk registration file; one per 10 students registered).

2. **Client Deliverables:**

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.

3. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

4. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to the College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

5. **Required Information.** Client shall furnish the College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as



prescribed in Section V (Fee Calculation for Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
March 4, 2020	January 31, 2020

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

6. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

7. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**
8. **SAT School Day Customer Service for Educators:**
The College Board will provide Client with telephone customer service support for educators. Specifically the College Board will provide:
- Step-by-step assistance with College Board online tools (SSD System)
 - Assistance with completing required forms (AI Request Form)
 - Assistance with obtaining additional materials (Publications)
 - Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.



For the April 14, 2020 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from the College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. **SAT Test Dates and Participating Grade.** Client has agreed to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 04, 2020	April 14, 2020

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 28, 2020 Primary Test Date.

4. **Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.
5. **Digital Testing Requirements** (If Client is administering Digital Testing):
 - a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
 - b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the test in each testing room, and school-owned devices for each test-taking student with the College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet the College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.



- **Supported Web Browsers by Operating System:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
 - d. Bulk Registration is required for schools electing Digital Testing.
6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
 7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
American Legion High School	052700	SAT School Day: March 4, 2020
C K McClatchy High School	052705	SAT School Day: March 4, 2020
Capital City School - Independent Study	052909	SAT School Day: March 4, 2020
George Washington Carver School of Arts and Science	053015	SAT School Day: March 4, 2020
Health Professions High School	053984	SAT School Day: March 4, 2020
Hiram W Johnson High School	052717	SAT School Day: March 4, 2020
John F Kennedy High School	052713	SAT School Day: March 4, 2020
Kit Carson International Academy	054889	SAT School Day: March 4, 2020
Luther Burbank High School	052719	SAT School Day: March 4, 2020
Met Sacramento High School	053916	SAT School Day: March 4, 2020
Rosemont High School	053927	SAT School Day: March 4, 2020
Sacramento Accelerated Academy	050808	SAT School Day: March 4, 2020
Sacramento New Technology High School	053012	SAT School Day: March 4, 2020
School of Engineering and Sciences	054286	SAT School Day: March 4, 2020
West Campus High School	052728	SAT School Day: March 4, 2020

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.



Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments		SAT and one other Suite assessment <u>OR</u> SAT and more than one grade tested	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$42.00	\$32.50	\$45.50	\$35.50
≥50% and <75%	\$38.00	\$29.50	\$43.50	\$34.50
≥75%	\$34.00	\$26.50	\$41.50	\$32.50

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment as follows:

Administration Date	Deadline to submit updated enrollment
March 4, 2020	January 31, 2020

2. **Changes to Enrollment.** If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with Client regarding the time to remit payment for such fees.

3. **Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.
4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.


VI. CLIENT CONTACT INFORMATION

	Primary ⁴	Data Recipient ⁵	Billing ⁶	Bulk Registration (optional) ⁷
Name:	Uve Dahmen	Uve Dahmen	Kimberly Teague	Rhonda Rode
Title:			Contract Specialist	Director of Student and Data Systems
Address:	5735 47th Avenue	5735 47th Avenue	5735 47th Avenue	5735 47th Avenue
City/State/Zip:	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528
Phone:	(916) 643-9215	(916) 643-9215	(916) 643-7400	(916) 643-7400
Email:	uve- dahmen@scusd.edu	uve- dahmen@scusd.edu	kimt@scusd.edu	rhonda- rode@scusd.edu

⁴ This is the person to whom the College Board should direct primary communications.

⁵ This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁶ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁷ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2019	June 30, 2020	3,122	\$17.00	\$53,074.00	\$15,610.00	\$37,464.00
SAT SD Fixed-Fee With Essay - 11th Grade	July 1, 2019	June 30, 2020	2,941	\$64.50	\$189,694.50	\$77,936.50	\$111,758.00
PSAT 8/9 EPP Fixed- Fee - 8th Grade	July 1, 2019	June 30, 2020	3,467	\$12.00	\$41,604.00	\$13,868.00	\$27,736.00
PSAT 8/9 EPP Fixed- Fee - 9th Grade	July 1, 2019	June 30, 2020	3,380	\$12.00	\$40,560.00	\$13,520.00	\$27,040.00

Subtotal: \$324,932.50

Total Discount: \$120,934.50

Total Cost: \$203,998.00