



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item#13.1b

**Meeting Date:** August 8, 2024

**Subject:** Approve Contracts Report >\$15,000

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

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Contracts > \$144, 500

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

**Submitted by:** Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Contracts Report >\$15,000**

Requisition	Vendor Name	Requisition Type	Department / School	Director/ Instr. Asst. Supt.	Cabinet Member	New Contract	Term	Description	Funding Resource	Resource Code	Amount
SA25-00112	Alza Strategies	Service Agreement	Board of Education	Mary Hardin Young	Lisa Allen	Renewal	7/2/24-12/31/24	Provide public affairs and strategic communication services to support SCUSD and SCUSD Board, as directed by and in coordination with SCUSD Superintendent, Communications Director and Board President	General	0000	\$ 25,000.00
SA25-00003	Train 2 Sustain	Service Agreement	Risk Management	Keyshun Marshall	Janea Marking	Yes	7/1/24 - 6/30/25	Provide CPR and First Aid Training for the 2024-2025 school year	General	0000	\$ 20,000.00
SA25-00055	Just Clean Inc.	Service Agreement	Nutrition Services	Diana Flores	Janea Marking	Yes	7/1/24 - 6/30/25	Hood Cleaning/Inspections for the 2024-2025 school year	Child Nutrition School Program	5310	\$ 25,000.00
SA25-00049	Marsha Miller	Service Agreement	Nutrition Services	Diana Flores	Janea Marking	Yes	7/1/24 - 6/30/25	Food Service Menu Development / Meal Pattern Training	Child Nutrition School Program	5310	\$ 30,000.00
SA25-00027	Digital Deployment	Service Agreement	Technology Services	Tim Rocco	Tim Rocco	Renewal	7/1/24 - 6/30/25	Web Hosting Service Renewal 7/1/24 - 12/31/24	General	0000	\$ 48,000.00
SA25-00017	Entek Consulting	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/17/24 - 11/1/25	Survey all suspect materials through the campus. Provide hazardous material inspection services to identify asbestos and lead in building materials, which will be potentially impact for the New Construction project at Fern Bacon MS.	Measure H	9809	\$ 58,400.00
SA25-00019	Terracon Consulting	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/21/24 - 2/1/25	Provide field exploration, laboratory testing and engineering / project delivery services for the New Construction project at Fern Bacon MS.	Measure H	9809	\$ 70,545.00
SA25-00026	CA Charter Authorizing Professionals	Service Agreement	Continuous Improvement & Accountability	Amanda Goldman	Mary Hardin Young	Yes	7/1/24 - 6/30/25	Phase II Service Agreement: Provide consultation into SCUSDs fiscal oversight of authorized charter schools to review of current financial reporting and oversight timeline.	General	0000	\$ 104,625.00

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SA25-00051	Mizinski Contracting & Engineering	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	6/4/24 - 12/30/27	Mechanical and plumbing consulting services for the New Construction project at Fern Bacon MS project.	Measure H	9809	\$ 105,000.00
SA25-00020	The Nchem Group	Service Agreement	Human Resources	Dr. Tiffany Smith-Simmons	Cancy McArn	Yes	7/1/24 - 6/30/25	Guardian Case Management Software	General	0000	\$ 111,780.00
SA25-00021	3QC Inc.	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	6/4/24 - 12/30/27	Commissioning services for the New Construction project at Fern Bacon MS project.	Measure H	9809	\$ 112,600.00
SA25-00053	Odoo Inc.	Service Agreement	Nutrition Services	Diana Flores	Janea Marking	No	4/9/24 - 4/9/29	Software for Inventory Tracking	Child Nutrition School Program	5310	\$ 118,744.00
SA25-00015	K12 Insight	Service Agreement	Technology Services	Tim Rocco	Tim Rocco	Yes	7/1/24 - 6/30/25	Let's Talk Subscription & Assistant Renewal 24-25	General	0000	\$ 126,168.25
SA25-00013	Active Internet Technologies dba Final Site	Service Agreement	Communications	Brian Heap	Brian Heap	Yes	7/1/24 - 6/30/25	Website Design + Content Management for SCUSD	General	0000	\$ 179,300.00
SA25-00052	ParentSquare Inc.	Service Agreement	Communications	Brian Heap	Brian Heap	Renewal	7/1/24 - 6/30/25	ParentSquare Renewal	LCFF	0011	\$ 213,645.18
SA25-00064	Solutions dba ProCare Therapy	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24 - 6/30/25	ESY NPA Services (Classroom Aides)	Special Education	6500	\$ 180,000.00
SA25-00057	Flex Performance	Service Agreement	Athletic	Shannon Pella	Yvonne Wright	Yes	7/1/24 - 6/30/25	Athletic Training Services for 2024-2025	General	0000	\$ 486,000.00
SA25-00005	California School Vision Coalition	Service Agreement	Risk Management	Keyshun Marshall	Janea Marking	Yes	7/1/24 - 6/30/25	Vision Contributions	Self Insurance - Vision	0610	\$ 1,119,816.00
SA25-00011	Pawar Transportation	Service Agreement	Transportation	Ron Hill	Janea Marking	Yes	7/1/24 - 6/30/25	Special Education Student Transportation Home-to-School	Transp-Special Education	0724	\$ 4,200,000.00

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Requisition	Vendor Name	Requisition Type	Department / School	Director/ Instr. Asst. Supt.	Cabinet Member	New Contract	Term	Description	Funding Resource	Resource Code	Amount
SA25-00004	California Schools Dental Coalition	Service Agreement	Risk Management	Keyshun Marshall	Janea Marking	Yes	7/1/24 - 6/30/25	Dental Contributions	Self Insurance - Dental	0605	\$ 7,586,616.00
R24-05837	College Board	Confirming Purchase Order	Gifted and Talented Education	Kari Lofing	Yvonne Wright	No	7/1/23 - 6/30/24	Ratify request for payment of invoices for high schools AP examinations, unused examinations or cancellations	LCFF	0011	\$ 320,132.00
R25-00039	Schools Insurance Authority	Blanket Purchase Order	Risk Management	Keyshun Marshall	Janea Marking	No	7/1/24 - 6/30/25	Workers' Compensation Premiums	General	0000	\$ 6,000,000.00
R25-00452	Tyson Foods, Inc.	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24 - 6/30/25	Chicken products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 1,345,500.00
R25-00427	Gold Star	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24 - 6/30/25	Distributor food products to support the Child Nutrition Program. Year two extension of RFP #24-1005-2. Board approved/awarded November 16, 2023.	Child Nutrition	5310	\$ 828,100.00
R25-00432	JSB Industries	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24- 6/30/25	Chicken products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 687,700.00
R25-00423	Foster Farms	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24- 6/30/25	Chicken products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 668,200.00
R25-00358	Don Lee Farms	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24- 6/30/25	Beef patties to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 579,000.00

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R25-00143	Hunt & Sons, LLC	Blanket Purchase Order	Transportation	Ron Hill	Janea Marking	No	7/1/24-6/30/25	Unleaded and diesel fuel for District bus and white fleet	Transp-Special Education & Home to School	0723 / 0724	\$ 525,000.00
R25-00128	Dawson Oil Company	Blanket Purchase Order	Transportation	Ron Hill	Janea Marking	No	7/1/24-6/30/25	Diesel fuel for District bus and white fleet	Transp-Special Education & Home to School	0723 / 0724	\$ 465,000.00
R25-00435	Land O' Lakes	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Cheese products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 326,300.00
R25-00424	General Mills	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Cereal products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 294,000.00
R25-00431	Hormel Foods	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Ham and turkey products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 239,500.00
R25-00458	Bake Crafters	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Pancakes and bread products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 230,750.00
R25-00339	Barfresh Corp	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Fruit smoothie products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 230,000.00

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R25-00426	Pilgrims Pride	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Chicken products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 223,600.00
R25-00236	Schools Excess Liability Fund	Confirming Purchase Order	Risk Management	Keyshun Marshall	Janea Marking	No	7/1/24-6/30/25	AB 218 Assessment #3, pro-rata share of the deficits in the impacted historic years which the District had excess liability coverage with SELF (FY 1990-FY2008).	General	0000	\$ 489,030.54
R25-00460	McCain Foods	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Potato products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 191,100.00
R25-00430	Individual Foodservice	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Paper & packaging products to support the Child Nutrition Program. Year two extension of RFP #24-0817. Board approved/awarded August 17, 2023	Child Nutrition	5310	\$ 185,900.00
R25-00364	Elysium Food Group	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Sandwiches to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 180,000.00
R25-00343	Blount Fine Foods	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Alfredo sauce to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 160,000.00
R25-00038	Schools Insurance Authority	Blanket Purchase Order	Risk Management	Keyshun Marshall	Janea Marking	No	7/1/24-6/30/25	Employee assistance program for District employees for SY2024-25.	General	0000	\$156,000.00

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R25-00354	Del Monte Foods	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Fruit products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 150,000.00
R25-00451	The Tony Roberts Company	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Bagels and toast products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 145,600.00
R25-00176	Synovia Solutions	Blanket Purchase Order	Transportation	Ron Hill	Janea Marking	No	7/1/24-6/30/25	Child Check-Mate GPS system and parts for District busses for SY 2024-25. NJPA Purchasing Contract #022217-SSL	Transp-Special Education	0723 / 0724	\$ 145,000.00
R25-00365	Fat Cat Bakery	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Baked goods to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 137,000.00
SA24-00050	SAC Chinese Community	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	No	6/26/23-7/29/24	Amendment No. 1 to extend services to various sites for SummerMatters program to develop, maintain and sustain summer programs that offer support services for enrichment activities keeping students engaged in learning opportunities. \$420,876 increase during the summer intercession.	ASES, Expanded Learning, 21st Century Community	6010 / 4124 / 2600	\$13,956,136.00
SA25-00081	SCI Consulting	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24-6/30/25	Levy Administration Services Agreement CFD No. 2	General	0000	\$ 16,120.00
SA25-00111	RSS Consulting	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	8/1/24-5/31/25	Renaming Process Manual; August 2024 to May 2025	General	0000	\$ 17,750.00
R25-00049	Center for Internet Security	Purchase Order	Technology Services	Tim Rocco	Tim Rocco	Yes	7/1/24-6/30/25	CIS Albert LG Appliance Primary Sensor to monitor for malicious internet traffic	General	0000	\$ 28,800.00

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R25-00591	US Bank Corporate	Blanket Purchase Order	Purchasing Services	Cindy Tao	Janea Marking	No	7/1/24-6/30/25	Funds to pay the District's monthly Master Cal Card Statement that will be reimbursed by Cardholders reconciliation submittals.	General	0000	\$ 3,000,000.00
R25-00450	Sysco Sacramento	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24 - 6/30/25	Distributor food products to support the Child Nutrition Program. Year two extension of RFP #24-1005-2. Board approved/awarded November 16, 2023.	Child Nutrition	5310	\$ 1,209,000.00
R25-00444	SA Piazza, Inc	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Pizza products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 884,000.00
R25-00583	Ubeo Business Services	Blanket Purchase Order	Purchasing Services	Cindy Tao	Janea Marking	No	7/1/24-6/30/25	Funds to pay the District's monthly copier lease payments that will be reimbursed by school site and department Chargeback Blanket POs	General	0000	\$ 825,000.00
R25-00441	P&R Paper Supply	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Paper and packaging products to support the Child Nutrition Program. Year two of Bid #24-0817. Board approved/awarded August 17, 2023	Child Nutrition	5310	\$ 260,000.00
R25-00442	P&R Paper Supply	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	5-Compartment compostable lunch trays to support the Child Nutrition Program. Year two of Bid #24-0817. Board approved/awarded August 17, 2023	Child Nutrition	5310	\$ 500,000.00
R25-00436	Yang's 5th Taste	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Chicken products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 312,000.00



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R25-00447	Schwans Foodservice	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Food products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 264,000.00
R25-00448	JR Simplot Co	Blanket Purchase Order	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Frozen fruit and vegetable products to support the Child Nutrition Program. Year two extension of RFP #24-1005-1. Board approved/awarded November 16, 2023	Child Nutrition	5310	\$ 198,000.00
R25-00673	Hunt & Sons, LLC	Blanket Purchase Order	Facilities	Chris Ralston	Janea Marking	No	7/1/24-6/30/25	Gasoline for maintenance vehicles and equipment for SY24-25	Ongoing Maintenance	8150	\$ 130,000.00
R25-00675	IFE Leasing, Inc	Blanket Purchase Order	Facilities	Chris Ralston	Janea Marking	No	7/1/24-6/30/25	District fire extinguisher services as needed for SY24-25	Ongoing Maintenance	8150	\$ 130,000.00
R25-00052	C.G. and or K.D. (Parents)	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	No	7/1/24-6/30/25	Settlement reimbursement for tuition and travel for student J.D. for SY24-25	Special Education	6500	\$ 121,500.00
SA25-00084	Hancock Park & Delong	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24-6/30/25	School Facilities Funding Consulting Services	Developer Fees	9130	\$ 25,000.00
SA25-00139	Loy Mattison	Service Agreement	Technology Services	Tim Rocco	Tim Rocco	Yes	7/1/24-6/30/25	Erate Coordination Service 2024-2025	General	0000	\$ 29,700.00
SA25-00143	Aida Buelna Valenzuela	Service Agreement	Academics	Yvonne Wright	Yvonne Wright	Yes	7/1/24-6/30/25	Consultant for Early Learning Care Department	General	0000	\$ 40,000.00
SA25-00144	UC Merced for Educational Partnerships	Service Agreement	Technology Services	Tim Rocco	Tim Rocco	No; Year 2 of 2	7/1/23-6/30/25	UC Merced Tool; University agrees to provide technical assistance with A-G Monitoring, Early Identification and Intervention Systems and Guidance and Counseling	LCFF	0011	\$ 202,451.43

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SA25-00131	City Year Inc.	Service Agreement	Deputy Superintendent	Mary Hardin Young	Mary Hardin Young	Yes	7/1/24-6/30/25	Provide a scalable, centrally managed "whole school whole child model" that delivers a holistic set of whole school and focused supports to ensure students stay in school and on track to graduate by deploying Americorps members to schools for the 2024-2025 school year	IASA Title I Basic Grants-Low	3010	\$ 900,000.00
R25-00412	EMICS Inc. dba Informed K-12	Purchase Order	Technology Services	Tim Rocco	Tim Rocco	Renewal	7/1/24-6/30/25	Informed K-12 Renewal	General	0000	\$ 164,058.00
SA24-00859	Michael Mikolon	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24-11/30/24	Three murals throughout Miwok campus to replace previous murals and support renaming of school. Muralist was selected from the District's Board approved Pool Group.	General	0000	\$ 34,745.00
SA25-00093	Nacht & Lewis	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24 - 12/31/28	Architectural services for modernization project at Hollywood Park ES.	Measure H	9809	\$ 672,000.00
SA25-00159	Powerhouse Science Center	Service Agreement	Youth Development	Manpreet Kaur	Mary Hardin Young	Yes	7/2/24 - 7/18/24	2024 Summer Matters field trip to the Discovery Museum for eleven (11) school sites. One school site per day.	Expanded Learning	2600	\$ 6,200.00
R25-00041	Schools Insurance Authority	Blanket Purchase Order	Risk Management	Keyshun Marshall	Janea Marking	No	7/1/24-6/30/25	Insurance premiums for District property, cyber and excess liability coverage for SY24-25	General	0000	\$ 2,500,000.00
R25-00264	Frontline Technologies	Purchase Order	Technology Services	Tim Rocco	Tim Rocco	No	7/1/24-6/30/25	Annual Business Solution subscription renewal for SY24-25	General	0000	\$ 591,614.53
R25-00185	Infinite Campus	Purchase Order	Technology Services	Tim Rocco	Tim Rocco	No	7/1/24-6/30/25	Annual Infinite Campus subscription renewal for SY24-25	General	0000	\$ 562,475.87

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SA25-00010	Alternative Logistics	Service Agreement	Transportation	Ron Hill	Janea Marking	No	7/1/24-6/30/25	Provide home-to-school transportation services for the District's special education students on a as-needed basis. Year two of RFP Award 24-0844, Board approved 9/21/23	Transp-Special Education	0724	\$ 250,000.00
R25-00584	Pitney Bowes	Blanket Purchase Order	Purchasing Services	Cindy Tao	Janea Marking	No	7/1/24-6/30/25	District postage meter replenishment for SY24-25. NASPO Value Point contract #CTR058808	General	0000	\$ 225,000.00
CH25-00056	Office Depot	Blanket Purchase Order	Human Resources	Christina Villegas	Cancy McArn	No	7/1/24-6/30/25	Purchase department office supplies for SY24-25	General /Educator Effectiveness	0000 / 6266	\$ 21,000.00
SA25-00166	Everyday Speech LLC	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24 - 6/30/25	Speech Licensing	Special Education	6500	\$ 39,329.16
SA25-00165	Colbi Technologies	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24 - 6/30/25	Prequalification/Annual Bidders List Application	Bldg Fund Interest / Other Sources	9800	\$ 50,000.00
SA25-00163	National Center for Teacher Residencies	Service Agreement	Human Resources	Cancy McArn	Cancy McArn	No	9/1/24-3/1/25	NCTR Consulting Services and participation	TCHR Resncy	7865	\$ 16,000.00
SA25-00025	Ivan Sohrakoff dba 5 Tons Creative	Service Agreement	Nutrition Services	Diana Flores	Janea Marking	Yes	6/1/24 - 11/30/24	Design, layout and project management for two (2) different EV wraps and one (1) box truck wrap	Child Nutrition	5310	\$ 19,000.00
SA25-00158	Michelle Pledger dba Living for Liberation	Service Agreement	Academic	Yvonne Wright	Yvonne Wright	Yes	8/14/24-8/15/24	Pre-Service Keynote; 4-separate interactive keynotes	General	0000	\$ 19,000.00
SA25-00160	International Rescue Committee	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/17/24-7/31/24	Summer empowerment program focuses on providing female Afghan youth the additional resources and tools they need to feel at home at HJHS	21st Century	4124	\$ 25,000.00

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SA25-00176	Capitol Advisors	Service Agreement	Business Services	Janea Marking	Janea Marking	Yes	7/1/24 - 6/30/25	Advisory and Compliance	General	0000	\$ 25,000.00
SA25-00181	Eliassen Group	Service Agreement	Accounting Services	Cindy Tao	Janea Marking	Yes	8/1/24- 6/30/25	Accounting Director services for the development and implementation of controls, policies and procedures for accounting and other fiscal operations for SY2024-25	General	0000	\$ 350,000.00
SA25-00240	School Services of California	Service Agreement	Business Services	Janea Marking	Janea Marking	Yes	7/9/24 - 10/31/24	Develop the search recruitment and selection process for the Asst Superintendent of Business Services position to meet the unique needs of the District	General	0000	\$ 25,000.00

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PRC Approved
6/24/2024
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Contracts Report >\$15,000

PRC Approved
7/15/2024
7/29/2024
7/29/2024

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**SERVICES AGREEMENT**

**Date:** June 26, 2024 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Odo 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 47<sup>th</sup> Avenue, Sacramento, CA 95824.

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

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

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

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

**ARTICLE 1. SERVICES.**

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

Software for inventory tracking for Nutrition Services Department located at 3051 Redding Avenue, Sacramento CA 95820. Services include: custom plan; custom code; maintenance; charged per 100 lines of code; bug fixes; technical support and upgrades.

**ARTICLE 2. TERM.**

This Agreement shall commence on June 1, 2024, and continue through June 30, 2029, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



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

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

**Flat Rate:** The total payment to Contractor, including travel and other expenses, shall be **One Hundred Eighteen Thousand Seven Hundred Forty-Four Dollars (\$118,744)**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 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.~~

*SAH*

7/8/2024

#### **ARTICLE 11. ASSIGNMENT.**

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

#### **ARTICLE 12. NOTICES.**

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

District:  
Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
Odo Inc.  
250 Executive Park Blvd Ste #400  
San Francisco CA 94134

#### **ARTICLE 13. ENTIRE AGREEMENT.**

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

#### **ARTICLE 14. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be

performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### **ARTICLE 15. NONDISCRIMINATION.**

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

#### **ARTICLE 16. SEVERABILITY.**

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

#### **ARTICLE 17. RULES AND REGULATIONS.**

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

#### **ARTICLE 18. APPLICABLE LAW/VENUE.**

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

#### **ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

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

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

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**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**ODOO INC.**

By: \_\_\_\_\_  
Janea Marking  
Chief Business Officer

*Garrett Strom*  
By: \_\_\_\_\_  
Garrett Strom (gst)  
Head of Direct Sales - US East

\_\_\_\_\_  
Date

7/8/2024  
\_\_\_\_\_  
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.

*Garrett Strom*

\_\_\_\_\_  
Authorized Signature of Contractor

7/8/2024

\_\_\_\_\_  
Date

Garrett Strom/ Head of Direct Sales  
\_\_\_\_\_  
Printed Name/Title





**K12 INSIGHT**  
**Sales Order Form for**  
**Sacramento City**  
**Unified School District**

**K12 Insight, LLC**

2291 Wood Oak Drive Suite 300 | Herndon, Virginia | 20171

**Eric Toms**

Account Executive

[etoms@k12insight.com](mailto:etoms@k12insight.com) | 626-201-8153

k12insight.com



Client Information			
Name	Sacramento City Unified School District - CA		
Address	5735 47th Ave		
City   State   Zip	Sacramento, California 95824		
Proposal Date	04/29/2024	Enrollment	38,821

Dates and Term of Initial Contract			
Term	Start Date	End Date	Total
Year 1	7/1/2024	6/30/2025	\$126,168.25

The pricing and terms of this proposal are valid for 30 days from the proposal date.



### How it works: Let's Talk

Let's Talk is a cloud-based platform that helps school districts deliver superior customer service. It's the

only all-in-one, enterprise-wide customer experience and intelligence platform built for education.

Let's Talk will:

- Automate and simplify communications through a streamlined, unified inbox that automatically reroutes inquiries based on keywords
- Provide real-time data and predictive analytics to help your leadership team make more informed decisions
- Improve equity and access by making answers available from any device, at any time, in any language

## What's included with the Let's Talk subscription?

### Let's Talk Telephony

Your Let's Talk subscription includes ten phone lines for texting/calling into the Let's Talk platform.

### Let's Talk Assistant

Your Let's Talk subscription includes the first add-on chatbot built specifically for K-12 school districts. It's add-on chatbot powered by Natural Language Processing and Artificial Intelligence and provides always-on customer service to help district stakeholders get answers to frequently asked questions 24-7. Many districts have reduced inbound inquiries for staff by up to 80% through Let's Talk Assistant!

### Let's Talk Knowledge Base

A one-stop shop with informational articles for frequently asked questions. Your Let's Talk Assistant chatbot can link to Knowledge Base articles when responding to stakeholder inquiries.

**This subscription also includes a comprehensive partnership to help support onboarding and implementation, as well as ongoing support with a dedicated Let's Talk customer success team to support customized needs and feedback management.**

## Proven value: Real ROI from Let's Talk users

- **Virginia Beach County Public Schools** reduced the overwhelming number of incoming inquiries when the Let's Talk Assistant Chatbot started answering 9 out of every 10 questions without staff intervention.
- **Houston Independent School District** saw a 90% decrease in bussing-related inquiries when they launched Let's Talk in their transportation department.
- **Pasco County Schools** shortened board meetings by building agendas based on "hot topics" from Let's Talk's real-time data dashboard.
- **Pinellas County Schools** passed a tax referendum with an 80% approval rate after using Let's Talk to answer community questions surrounding the levy.
- **Austin Independent School District** has improved board-administration relationships through a custom Let's Talk workflow that increases visibility for board members and redirects district questions to the appropriate district department. Using this workflow, they've rerouted nearly 550 questions to the right person, maintaining access for Trustees so they can be assured the

issue reached a resolution.

- **Temecula Valley Unified School District** has received over 1,200 Let's Talk submissions of mental health concerns from their community, helping hundreds of students get critical care and saving at least one student life.
- **Providence Public Schools** has increased access to important information for their community where 35% of students are multi-language learners and 55% come from multi-language households.

<b>Let's Talk Platform Services: Year 1</b>		
<b>Quantity</b>	<b>Service</b>	<b>Cost</b>
1	Subscription to Let's Talk, Let's Talk Assistant	\$126,168.25
<b>Total Cost of Services</b>		<b>\$126,168.25</b>

Billing Contact			
Name	Tim Rocco		
Title	Chief Information Officer		
Email Address	tim-rocco@scusd.edu		
Phone Number	(916) 643-7871	Fax Number	

### Order Confirmation

This Sales Order Form is subject to and governed by the Terms of Service (v1.20) located here: [www.k12insight.com/terms-of-service/1.20](http://www.k12insight.com/terms-of-service/1.20), and any addenda attached. No other terms apply to K12 Insight's services, unless attached herein and agreed to. Client has received, read, and understood all terms applicable to K12 Insight's services, attached. Where applicable, Client has pre-audited this Order in the manner required by all applicable state and local laws. Client representative below hereby represents to have the authority to engage these services on behalf of Client.

Executed for and on behalf of the Client by:			
Name	Janea Marking	Date	
Title	Chief Business & Operations Officer	Email Address	janea-marking@scusd.edu
Phone Number	(916) 643-9055	Fax Number	
Signature			

Executed for and on behalf of K12 Insight by:			
Name	Adam Dean	Date	
Title	Vice President of Finance	Email Address	adean@k12insight.com
Phone Number	703-542-9617	Fax Number	703-935-1403
Signature			

K12 Insight Internal Use Only					
Prepared by:	AJ Gubernick 4/29/2024	Reviewed by:	Eric Toms 4/29/2024	Approved by:	Jenna Gawronski 4/29/2024



## FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Sacramento City Unified School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <https://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

### A. Pricing Summary

\* Indicates products added

[x] Indicates products removed

#### CMS Platform

Platform	
* Communications Core Platform - Districts View a detailed description of what is included in your software package here <a href="http://www.finalsite.com/dcc">http://www.finalsite.com/dcc</a>	

Setup and Creative and Professional Services	
* Public School Package 3 View a detailed description of what is included in your software package here <a href="https://www.finalsite.com/sowp3">https://www.finalsite.com/sowp3</a>	* Content Migration

Add-Ons	
* LDAPS/Active Directory Integration	* Advanced Search
* Support Plan - Premium	* Cloud Storage 1 TB

Training	
* Onsite Training [6-Hour Day]	* Onsite Training: Travel

Products Included in Communications Core Platform - Districts	
Basic Site Search	HTTPS Implementation
Basic Support with integrated ticketing	LDAP/Google Authentication (Network SSO)
Blog, News and Subscriptions with Finalsite Posts (Unlimited)	Live Webinar Training
Data Imports through Finalsite Support (4/year)	Mobile-Friendly, Responsive Design
Digital Asset Management & Document Library with Resources	Website cloud storage (365 GB)

District Site and 81 Additional Sites	Page-Based Notifications (Page Pops)
FERPA-compliant Hosting, Security and Integrated CDN	Searchable Knowledge Base and Video Access
Finalsite Composer Content Management System	Social Media Feeds (82)
Faculty/Staff Directory & Role	Tiered Permissions and User Management
Finalsite Payments by BlueSnap	Unlimited Calendars (Incl. Integration)
Forms (Unlimited)	Unlimited Published Pages

## Digital Marketing Services

Digital Marketing Services	
* Virtual Webmaster	
View a detailed description of what is included in your software package here <a href="http://www.finalsite.com/virtual-webmaster-sow">http://www.finalsite.com/virtual-webmaster-sow</a>	

## Accessibility

Accessibility	
* AudioEye Managed	

## Translation

Translation	
* Weglot Advanced 1M (10 languages)	

## Additional Products and Services

Additional Products and Services	
* Feeds for Districts - Premium	

### Special Provisions:

- 1) This order agreement will be processed via the Education Technology Joint Powers Authority No. 20/21-03
- 2) Onsite Training:  
This agreement includes (3) days of onsite training for central office staff and school-based website administrators. Training entitlement must be used by 1/1/2025. Travel costs are included.
- 3) Virtual Webmaster:

This agreement entitles the Customer to (60) hours of Finalsite's Virtual Webmaster service. Additional hours can be purchased at a rate of \$150/hour.

This service will be made available for a maximum of 5 hours per week.

Unused hours expire on 6/30/2025.

Finalsite's Virtual Webmaster team will make every effort to deliver a prompt turnaround on requested tasks. However, due to the shared resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.

**4) Content Migration:**

Finalsite will migrate all pages of content for Customer

**Services: Initial Term and Fees:**

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

<b>Total Setup Cost (USD)</b>
\$74,800

Schedule	Amount
Period 1 - Jul 01 2024	\$ 104,500
Period 2 - Jul 01 2025	\$ 104,500
Period 3 - Jul 01 2026	\$ 104,500
Period 4 - Jul 01 2027	\$ 104,500
Period 5 - Jul 01 2028	\$ 104,500



## B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.
6. In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

<b>On Behalf Of:</b> Sacramento City Unified School District
Signature
Name (printed)
Title (printed)
Date

<b>Active Internet Technologies ('Finalsite')</b>
Signature
Name (printed)
Title (printed)
Date

### C. Customer Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b>
<b>Title</b>
<b>Address</b> 5735 47th Ave
<b>City, State Zip</b> Sacramento, CA 95824
<b>Phone</b>
<b>Email</b>

<b>Project Contact</b>
<b>Title</b>
<b>Phone</b>
<b>Email</b>

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b>
<b>Title</b>
<b>Email</b>

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

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**SERVICES AGREEMENT**

**Date:** July 15, 2024 **Place:** Sacramento, California

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

**Recitals:**

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

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

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

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

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

**ARTICLE 1. SERVICES.**

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

School-home communication platform renewal that is used throughout Sacramento City Unified School District to provide parents, students and staff with notifications on school notices including:

- Language translation
- Urgent alerts and attendance notifications
- Posts and newsletters
- StudentSquare
- Community Groups

**ARTICLE 2. TERM.**

This Agreement shall commence on July 1, 2024, and continue through June 30, 2025, 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

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of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

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

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

Flat Rate: The total payment to Contractor shall be **Two Hundred Thirteen Thousand Six Hundred Forty-Five and 18/100 Dollars (\$213,645.18).**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 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.

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#### **ARTICLE 10. TERMINATION.**

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

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

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

#### **ARTICLE 11. ASSIGNMENT.**

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

#### **ARTICLE 12. NOTICES.**

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

District:  
Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Avenue  
Sacramento CA 95824

Contractor:  
ParentSquare  
3905 State Street, Suite 7502  
Santa Barbara CA 93105

#### **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

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Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

**ARTICLE 14. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 15. NONDISCRIMINATION.**

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

**ARTICLE 16. SEVERABILITY.**

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

**ARTICLE 17. RULES AND REGULATIONS.**

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

**ARTICLE 18. APPLICABLE LAW/VENUE.**

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

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

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

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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**PARENTSQUARE**

By: \_\_\_\_\_  
Janea Marking  
Chief Business Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

**FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION**

*In accordance with the Department of Justice fingerprint and criminal background investigation requirements of California Education Code section 45125.1, et seq.*

With respect to the Services Agreement (“Agreement”) between the Sacramento City Unified School District (“District”) and ParentSquare (“Contractor”):

One of the boxes below must be checked with regard to Contractor and Contractor’s personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contractor who will provide services under the Agreement) (“Contractor’s Personnel”) and the arrangements must be verified by an authorized representative of District prior to commencement of the Agreement.

- Requirements do not Apply. Fingerprinting/Background Check requirements do not apply because Contractor/Contractor’s Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

\_\_\_\_\_

\_\_\_\_\_

- Contract is Exempt. Contractor/Contractor’s Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

\_\_\_\_\_ Emergency Services. The services provided by Contractor/Contractor’s Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code § 45125.1(b)]

\_\_\_\_\_ Parental Supervision. Contractor/Contractor’s Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil’s parent/guardian. Enter details of parental supervision: \_\_\_\_\_

\_\_\_\_\_ Employee Supervision. Contractor/Contractor’s Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements: \_\_\_\_\_

\_\_\_\_\_ Work Experience Program. Contractor/Contractor’s Personnel are offering qualifying work experience opportunities for pupils, or workplace placements as part of a pupil’s Individualized Education Program (IEP), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during pupil’s work hours has a valid criminal records summary; (b) a District staff member will make at least one visitation every three weeks to consult, observe and check in to ensure pupil health, safety and welfare; and (c) the pupil’s parent has signed a consent form per California Education Code section 45125.1(b)(2).

\_\_\_\_ Independent Study Program. Contractor/Contractor's Personnel provides independent study program services to pupils under the immediate supervision and control of pupil's parent/guardian and District has either [check as applicable]: \_\_\_\_ (a) verified completion of a valid criminal records summary for all Contracting Party Personnel who interact with pupils; **or** \_\_\_\_ (b) District has ensured that parent/guardian has signed a consent form per California Education Code section 45125.1(b)(3).

Contract Not Exempt

\_\_\_\_ A. Sole Proprietor. Contractor is a **sole proprietor** who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of California Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contractor has not been convicted of a felony, as that term is defined in California Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by California Education Code section 45125.1(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contractor has not been convicted of a felony as defined in California Education Code section 45122.1.

\_\_\_\_ B. Contract Not Exempt – Background Checks Completed. Contractor is **not a sole proprietor** and has complied with the fingerprinting requirements of California Education Code section 45125.1 with respect to all Contractor's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contractor's Personnel has been convicted of a felony, as that term is defined in California Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by California Education Code section 45125.1(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contractor's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contractor's Personnel has been convicted of a felony as defined in California Education Code section 45122.1.

**CONTRACTING PARTY CERTIFICATION**

I am a representative of the Contractor entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contractor. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contractor's Personnel throughout the duration of the Agreement. **A list of Contractor's Personnel is attached hereto as Attachment A.**

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

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

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**ATTACHMENT "A"**

**Contractor's Personnel**

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

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**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

If further space is required for the list of personnel, attach additional copies of this page.

[End of Exhibit A]





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## SERVICES AGREEMENT

**Date:** June 24, 2024 **Place:** Sacramento, California

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

**Recitals:**

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

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

C. On April 26, 2024 the District issued Request for Proposal #24-25742 for Athletic Trainer Services. Proposals were due on May 24, 2024. One responsive proposal was received and the District's recommendation to award the Contractor shall be ratified by the governing board of the District on August 8, 2024.

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"):

1. Provide six (6) athletic trainers duly certified and in good standings with the Board of Certification, who shall be employees of, or under contract with, Contractor. Contractor shall be responsible for the payment of all compensation and for providing all employment support and benefits, including workers' compensation coverage, for such athletic trainers. Contractor, with the consent of the District, shall designate an individual to serve as the primary athletic trainer. Contractor will provide an alternate certified athletic trainer when the primary athletic trainer is unavailable. The primary athletic trainer shall coordinate alternate coverage with the athletic director of each school.

2. Contractor, using the services of the athletic trainers, shall provide the following services to the District:

a. Evaluate and treat injuries sustained by the District students during school athletic events and practices, the application of first aid and recommendation for exercise or physical measures for minor injuries.

b. The Trainers will report directly to the school Activities Director and in their absence the school Administrator.



- 
- c. Provide onsite coverage for daily athletic practices officially sponsored by the high school beginning July 22, 2024 and completing May 16, 2025. (Schedules to be provided by the individual school). The Trainers shall be available for all varsity football participation. Summer sport practices shall be handled on an “as needed” basis. Cheerleading and Dance Team, shall also be handled on an “as needed” basis as requested by the school Activities Director.
- d. Trainers shall be required to provide service for all athletic practices or sporting events while onsite during scheduled time on campus.
- e. Trainers will be responsible for the training facility while present, including opening and closing. The Trainers will also advise the school of inventory status for the requisitioning of supplies, (i.e. tape, pre-wrap, etc.), including the inspection and inventory of all team medical kits prior to the beginning of each sports season.
- f. The Trainers will be responsible for the accurate record keeping of all athletic injuries reported by student athletes occurring during school practices and events, as well as, the rehabilitation procedures administered by the Trainer.
- g. The Trainers will be responsible for the preparation and submission of reports detailing all athletic injuries sustained by students during school events when requested by the school’s nursing or administration offices.
- h. The Trainers shall provide coordination between an injured athlete, coaching staff, and team or family physician.
- i. The Trainers shall be expected to arrive at the school (or designated practice event site) at least fifteen (15) minutes before the end of the school day to prepare for the pre-practice needs of the athletes or coaching. After hours practice coverage last approximately 3-4 hours each day and is adjusted based on the varsity practice and game schedules
- j. The Trainers shall be expected to develop and communicate a schedule of coverage indicating training room times, practice and event coverage each month and disseminate the information to the school’s Athletic Director, current season coaching staff, and all interested District personnel. This schedule will be adjusted based upon communication with the individual affected by the Trainers coverage. This information shall be posted in the training room with the Trainer’s contact information as well as their direct report’s contact information.
- k. Practice coverage during school breaks, holidays or inclement weather school closings shall be communicated as indicated above and will focus on varsity level practice periods. All other levels practicing will have the Trainer’s contact information and access to first aid supplies.
- l. The Trainers may leave the school on practice days once the planned schedule is complete for the day or if practice schedules finish early. The Trainers are to communicate with all practicing coaches prior to leaving the school for the day per the planned schedule. (i.e. other sports practicing late during the winter season)
- m. The Trainers shall be responsible to provide emergency information, training and first aid supply kits to all coaches at all levels to provide care in the event the Trainer is not physically present at the time of the injury.



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- n. In the event the Trainer requires an “unexpected” time off, i.e. illness, bereavement, etc, the Contractor shall communicate with the schools Activities Director or school administration to secure a substitute or solution for the planned practice(s) / event(s).
  - o. The Contractor must produce background screening documentation for all athletic trainers providing service to the District.
  - p. Trainers shall assist the faculty and athletic coaching staff of each school in the design and implementation of a student athletic training program.
  - q. Trainers shall evaluate injuries occurring only to student athletes.
  - r. Trainers shall direct the injured athlete to an appropriate health care provider (i.e., team physicians, family physicians, emergency room, etc.)
  - s. Trainers shall provide appropriate rehabilitation under the direction of a physician or refer for rehabilitation any injury for which such procedures appear to be indicated.
  - t. All services shall comply with California Interscholastic Federation (CIF) rules for student participation, including but not limited to, concussion testing, hydration testing, heat advisory requirements and shall comply with the best practices for the Athletic training industry and shall not violate the guidelines set forth by the National Athletic Trainers Association (NATA) or the laws of California regulating the industry.

\*The training staff will maintain OSHA standards. Any violations beyond the control of the trainer will be the responsibility of the school.

3. Service provided one week prior to the CIF Calendar first day of practice through May 16th for each school calendar year. Contractor’s Athletic Trainers shall provide coverage to every home game and practice held at the following High Schools within the District:

Luther Burbank High School  
3500 Florin Rd, Sacramento, CA. 95823

John F. Kennedy High School  
6715 Gloria Drive, Sacramento, CA. 95831

Hiram Johnson High School  
6879 14th Avenue, Sacramento, CA. 95820

West Campus  
5022 58th Street, Sacramento, CA. 95820

C.K. McClatchy High School  
3066 Freeport Blvd, Sacramento, CA. 95818

Rosemont High School  
9594 Kiefer Blvd, Sacramento, CA. 95827



The Athletic Trainers shall provide service for every Junior Varsity and Varsity football away game, except when schools have scheduled two or more events at the same time. In the event of a conflict in scheduling of practices or games, the Athletic Trainer, in conjunction with each school's Athletic Director, shall determine which athletic events are to be serviced.

4. Each Athletic Trainer (6) shall be available to their designated school for an approximate 1000 hours per school year (approximate 6000 hours in total). The District Athletic Director shall coordinate times for each school. Student athletes needing trainer services may be in grades 9-12. The District shall be solely responsible for determining the times of practice and for scheduling all athletic programs.

**ARTICLE 2. TERM.**

This Agreement shall commence on July 01, 2024, and continue through June 30, 2025, 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 specified in RFP 24-25742, 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: \$81.00 per hour as may be requested by District, not to exceed a maximum of eight hours per day of service. District shall not pay travel and other expenses. Total fee shall not exceed Four Hundred Eighty-Six Thousand Dollars (\$486,000.00).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of David Parsh, Equity, Access & Excellence Department, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870 or [David-Parsh@scusd.edu](mailto:David-Parsh@scusd.edu)

**ARTICLE 4. EQUIPMENT AND FACILITIES.**

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

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

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





of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

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

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

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

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

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

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

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

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

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



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

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

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

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 9. INSURANCE.**

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



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II. Workers' Compensation and Employers' Liability

a. Contractor shall maintain Workers' Compensation Insurance with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Contractor shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District.

III. Professional Liability Insurance

a. Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

V. Sexual Abuse and Molestation Insurance

a. Sexual Abuse and Molestation Insurance is required with limits not less than three million dollars (\$3,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.

b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**ARTICLE 10. DISCLOSURE OF STUDENT INFORMATION**

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



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**ARTICLE 11. 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 12. 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 13. NOTICES.**

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

District:  
Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
FLEX Performance, LLC  
Attn: Luke Fender  
12298 Paleo Way  
Rancho Cordova, CA 95742



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**ARTICLE 14. 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 15. 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 16. 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 17. SEVERABILITY.**

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

**ARTICLE 18. RULES AND REGULATIONS.**

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

**ARTICLE 19. APPLICABLE LAW/VENUE.**

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



**ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.**

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

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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**FLEX PERFORMANCE LLC**

DocuSigned by:  
*Janea Marking*  
By: \_\_\_\_\_  
D2972921888C416  
Janea Marking  
Chief Business and Operations Officer

By: *Timothy Luke Fender*  
\_\_\_\_\_  
Timothy Luke Fender  
Chief Executive Officer

07/12/2024  
\_\_\_\_\_  
Date

**Timothy  
Luke Fender**  
Digitally signed by  
Timothy Luke Fender  
Date: 2024.07.02 13:32:49  
-07'00'  
\_\_\_\_\_  
Date



**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**and**  
**Sacramento Chinese Community Service Center**

**Amendment No. 1**

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento Chinese Community Service Center (“SCCSC” or “Provider” or “Contractor”) dated June 19, 2023 (“Effective Date”) is hereby amended as follows:

**B. Payment.** For provision of services pursuant to this Agreement, District shall reimburse SCCSC for direct services not to exceed \$13,956,136.00, which represents an increase of \$420,876.00 to the agreement. The increase is due to SCCSC being selected to provide expanded learning programs at two additional high schools, opening two additional before school programs, and one TK/kinder program. The table below includes the new funding breakdown.

**Breakdown:**

- Students to Staff Ratio in grades 1<sup>st</sup> through 8<sup>th</sup> is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1<sup>st</sup> through 8<sup>th</sup> grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

\* West Campus high school must have a full time program manager and five Instructional aides. The Met High School must have a full time program manager and instructional aides (IAs) to support 20 to 1 students to staff ratio. All IAs should be at the site for a minimum of five hours.

School Name/Program	Daily Target Attendance	Total Contract Amount	ASES/21 <sup>st</sup> CCLC/ASSETs Grant	ELOP
Leonardo da Vinci K-8 Before School Program	24	\$28,512.00		\$28,512.00
Martin Luther King Jr. TK/Kinder Program	20	\$72,000.00		\$72,000.00
David Lubin Before School Program	23	\$27,324.00		\$27,324.00
Will C Wood Middle After School	30	\$68,040.00	\$46,726.20	\$21,313.80



The Met Sacramento High (Start Date: Oct 2)	50	\$100,000.00		\$100,000.00
West Campus High (Start Date: Oct. 16)	200	\$125,000.00	\$125,000.00	
<b>Total</b>		<b>\$420,876.00</b>	\$171,726.20	\$249,149.80

**Funding Distribution: Changes are in *italics***

21<sup>st</sup> Century Community Learning Centers Grant (4A) = \$168,254.43 + \$46,726.20 = **\$214,980.63**

21<sup>st</sup> Century ASSETs Grant (4A) = \$555,000.00 + \$125,000.00 = **\$680,000.00**

ELOP for Programming = \$7,743,579.00 + \$249,149.80 = **\$7,992,728.80**

All other provisions of the Agreement and funding sources remain unchanged.

**IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.**

**District:**

\_\_\_\_\_  
 Janea Marking, Chief Business Officer  
 Sacramento City Unified School District

\_\_\_\_\_  
 Date

**Sacramento Chinese Community Service Center:**

\_\_\_\_\_  
 Henry Kloczkowski, Executive Director and President

  
 \_\_\_\_\_  
 Signature

11/27/23  
 \_\_\_\_\_  
 Date



# UNIVERSITY OF CALIFORNIA

## Sales and Services Agreement

This Sales and Services Agreement (this "Agreement"), dated September 7, 2023 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of Merced campus, and Sacramento City Unified School District (SDUSD) ("Client"), having a principal place of business at 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

### Section 1 – Term and Termination.

#### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

#### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

#### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

## **Section 2 – Statement of Work.**

### **2.1. Services.**

University shall perform the services set forth in Exhibit A (the “Services”).

### **2.2. Ownership/License of Deliverables.**

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

## **2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## **Section 3 – Fees and Payment Schedule.**

### **3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### **3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### **3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

**Section 4 – Insurance.****Section 4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance  
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**Section 4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

**Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

**Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision complies with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

**Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University with written notification to that identifies such Client Materials, including their export classification.

**Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

**Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

**Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A

**Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – Sacramento City Unified School District - University of California**

**Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

**Section 13 – Third Party Beneficiary.**

There are no intended third-party beneficiaries to this Agreement.

**Section 14 – Conflict of Interest.**

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

**Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

**Section 16 – Severability.**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Section 17 – Non-Waiver.**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

**Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

**Section 19 – Amendments.**

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

**Section 20 – Governing Law and Venue.**

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

**Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

**Section 22 – Entire Agreement/Integration.**

This Agreement, including [Exhibit A](#), which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.



**Section 23 - Authority of Parties/Signatories.**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA ON BEHALF OF THE  
MERCED CAMPUS ("University")

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By:

Name: Ramon Moradi

Title: Contracts Administrator

Date: 11/30/2023

DocuSigned by:  
By:   
62EA4B50BB04454...

Name: Jesse Castillo

Title: Asst Superintendent

Date: 10/30/2023

**EXHIBIT A – STATEMENT OF WORK**

**I. PARTIES**

**Client**

Full Legal Name: Sacramento Unified School District

Address: 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824

Phone Number: 916-730-5269

Client Contact: Lisa Allen, Interim Superintendent

Invoice Remittance Address/Instructions: Invoice will be sent in April to Jesse Castillo, Assistant Superintendent of Business Services via email [jesse-m-castillo@scusd.edu](mailto:jesse-m-castillo@scusd.edu)

**University**

Name (of Campus/Department): Center for Educational Partnerships

Address: 550 E Shaw Avenue, Suite 155, Fresno, CA 93710

Phone Number: 559-241-7475

University Contact: Orquidea Largo

**II. TERM OF AGREEMENT**

This Agreement begins on July 1, 2023, and ends on June 30, 2025, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

**III. STATEMENT OF WORK**

**Services:** The University agrees to provide technical assistance with the following modules:

- a) A-G Monitoring,
- b) Early Identification & Intervention Systems; and
- c) Guidance and Counseling.

The University represents that it has all licenses, permissions, and legal qualifications to perform this agreement.

This agreement shall begin on July 1, 2023, and shall terminate on June 30, 2025. There shall be no extension of the agreement term without all parties' written consent. The second year of this agreement will include a 5% increase to the total of \$192,810.89 annually.

#### IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):

Year 1) \$192,810.89,

Year 2) \$202,451.43 including the 5% increase.

Payment Schedule: University will invoice in May 2024; and May 2025

Terms of Payment: Net30

Form of Payment: Check

Invoicing Address:

Sacramento City Unified School District

5735 47<sup>th</sup> Avenue

Sacramento, CA 95824



**DISTRICT SERVICE AGREEMENT**  
**By and Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**And CITY YEAR, INC.**  
**2024 - 2025**

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**RECITALS**

**THIS DISTRICT SERVICE AGREEMENT** is made as of this May 23<sup>rd</sup>, 2024, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (hereinafter, the “District”) with an address of Serna Center, 5735 47th Avenue, Sacramento, CA 95824 and City Year, Inc. (hereinafter, “City Year”), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

- A. **WHEREAS**, the District, is a local education agency located in SACRAMENTO, CA.
- B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.
- C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation’s largest AmeriCorps programs with established sites across the United States, City Year annually recruits, trains, and deploys thousands of young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation’s systemically under-resourced schools.
- D. **WHEREAS**, City Year is committed to supporting the District’s goal to improve the academic achievement and social-emotional development of its pupils. City Year’s Whole School Whole Child™ (“WSWC”) model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.
- E. **WHEREAS**, City Year’s services support quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.
- F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students’ classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports that can be delivered both in-person and through virtual learning.
- G. **WHEREAS**, the collaboration between City Year and the District will accelerate student achievement in schools, support the District acceleration and transformation efforts and attract new federal and private resources to the community.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on July 1, 2024 and conclude on June 30, 2025 (the “Term”).

**2. Scope of Services.**

- a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, WSWC services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2024. A copy of the Statement of Partnership for each school will be available upon request.
- b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from AmeriCorps (see Section 11 Termination herein).

- 3. Payment Obligations.** In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of \$900,000 allocated as outlined in the Deployment Plan table below:

School	Allocation of Payment
Earl Warren Elementary	\$150,000
Father Keith B. Kenny Elementary	\$150,000
Fern Bacon Middle School	\$150,000
Leataata Floyd Elementary	\$150,000
Oak Ridge Elementary	\$150,000
Rosa Parks K-8	\$150,000
<b>Aggregate Payment</b>	<b>\$900,000</b>

City Year shall invoice the District the following amounts in the arrears, to be due and payable to City Year on each of the dates listed below:

- a. \$225,000.00 - July 1, 2024
- b. \$225,000.00 - September 1, 2024
- c. \$225,000.00 - December 1, 2024
- d. \$225,000.00 - March 1, 2025

City Year will submit invoices via EMAIL to the following contact:

Robert Aldama, Purchasing Manager II  
[Robert-aldama@scusd.edu](mailto:Robert-aldama@scusd.edu)

- 4. Mutual Planning Efforts.** The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet the

District's strategic priorities.

5. **Non-Solicitation.** Unless prohibited by applicable law, the District and City Year agree that, for the duration of this agreement, neither party shall solicit any AmeriCorps member to depart from City Year during the AmeriCorps member's term(s) of service in pursuit of another job opportunity, unless agreed upon in writing.
6. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix B - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.
7. **Performance Assessment and Data Sharing.** The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to use best efforts to deliver to City Year on or before September, 30, 2024 an agreement substantially in the form of Appendix C - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").
8. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:
  - a. risks associated with extended learning in out-of-home settings, including the After School Program,
  - b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program,
  - c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program,
  - d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
  - e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render its After School Program services. The District shall also ensure that a representative from any school with an After School Program is designated to be on site at the school during the After School Program or will be quickly accessible during the After School Program hours in case of emergency.

9. **Corporate Support:** As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or the school/district, (b) sharing information about and access to corporate community service and

engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

10. **Excused Performance; Force Majeure Event.** If a party wishes to excuse performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, provide Notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained herein shall be construed to excuse the District's obligation to pay City Year for services rendered prior to the date of such Notice.

For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:

- a. act of God (such as, but not limited to, pandemic, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
- e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
- f. acts or threats of terrorism.

If as a result of an Event of Force Majeure a school serviced under this Agreement is closed and that closure lasts for a period of forty-five (45) calendar days or longer, City Year and the District shall meet and in good faith negotiate mutually acceptable modifications to the Agreement. If after one hundred eight (180) days from the Notice of an Event of Force Majeure, the parties are unable to agree on modified terms of this Agreement, either the District or City Year may give to the other a Notice of an Event of Force Majeure delivered in accordance with Section 10.

11. **Termination.** This Agreement shall terminate upon any one of the following events:
- a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
  - b. Notice delivered in accordance with Section 10;
  - c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
  - d. City Year does not receive adequate funding commitment from AmeriCorps to support the level of service set forth in Section 2 of this Agreement; or
  - e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

In the event of termination under this Section 11, City Year shall be entitled to payment for services performed prior to the event giving rise to the termination. Payment for services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

12. **Hold Harmless and Mutual Indemnity.** City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.
13. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students. State checks may be conducted based on location. City Year agrees that it will supply the District with full and complete copies of National Sex Offender and applicable state check reports upon request. Additionally, a Federal Bureau of Investigation (FBI) check or a national level search will be run. The FBI report is adjudicated by an external vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.
14. **Compliance with Applicable Law.** Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of South Carolina.
15. **Insurance.** City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than \$1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.
16. **Independent Contractor.** The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.
17. **Expenses:** The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.
18. **No Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.



19. **No Third-Party Beneficiary.** This is not a third-party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.
20. **Severability.** In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.
21. **Headings.** Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.
22. **Counterparts Permitted.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
23. **No Waiver.** A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.
24. **Choice of Law and Venue.** This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of South Carolina.
25. **Notice.** Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a “Notice”) shall be in writing and shall be delivered to the address of the party as set forth below:

If to:           City Year, Inc.  
                  3301 Broadway  
                  Sacramento, CA 95817  
                  Attention: Macey Amissah-McKinney, Executive Director  
                  [mmckinney@cityyear.org](mailto:mmckinney@cityyear.org)

With a copy to:

City Year, Inc.  
287 Columbus Avenue  
Boston, MA 02116  
Attention: Kanna Kunchala, Acting Chief Financial Officer  
[kkunchala@cityyear.org](mailto:kkunchala@cityyear.org)

If to:           Sacramento City Unified School District  
                  5735 47<sup>th</sup> Ave  
                  Sacramento, CA 95824  
                  Attention: Mary Hardin-Young, Deputy Superintendent  
                  [maryhardin-young@scusd.edu](mailto:maryhardin-young@scusd.edu)

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be

modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

[Signatures to Follow]

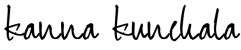
**IN WITNESS WHEREOF**, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
By: Janea Marking  
Its: Chief Business and Operations Officer

\_\_\_\_\_  
Date

**CITY YEAR, INC.**

DocuSigned by:  
  
032D87607F6542D...  
\_\_\_\_\_  
By: Kanna Kunchala  
Its: Acting Chief Financial Officer

6/6/2024  
\_\_\_\_\_  
Date



Appendix A - Executive Summary - Statement of Partnership  
City Year and School – 2024 through 2025

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the District Service Agreement.

This Executive Summary provides a brief overview of the goals, services and partnership management expectations agreed upon by City Year and School staff; see the full Statement of Partnership for further information on services, data/evaluation requirements and roles/responsibilities.

**ATTENDANCE**

- Attendance Initiatives (Tier 1)
- Support School-wide Attendance Initiative (Tier 1)
- Attendance Coaching (Tier 2)

**Goal:**

**Condition:**

**BEHAVIOR**

- Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)
- Behavior/SEL Skill Instruction: 50 Acts of Greatness [3-5] (Tier 2)
- Behavior/SEL Skill Instruction: School-provided Behavior Coaching (Tier 2)
- Behavior/SEL Coaching: Check in, Check out
- Devereux Student Strengths Assessment (DESSA)

**Goal:**

**Condition:**

**COURSE PERFORMANCE: ELA/LITERACY**

- English/Literacy Classroom (Instructional) Support (Tier 1)
- English/Literacy Events (Tier 1)

**Goal:**

**Condition:**

**COURSE PERFORMANCE: MATH**

- Math Classroom (Instructional) Support (Tier 1)
- Math Events (Tier 1)

**Goal:**

**Condition:**

**CROSS INDICATORS**

**AFTER SCHOOL**

- After-school programming co-provider (Tier I)

## Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year AmeriCorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year AmeriCorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

## Preparation and Training

*In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:*

- The City Year team will participate in summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies. This will happen virtually if necessary.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula. This will happen virtually if necessary.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations. This will happen virtually if necessary.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff. This will happen in person if necessary.

## Material Support

*School agrees to provide the City Year Team with:*

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.
- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.
- Access to the school's network with access to the Internet available throughout the day for City Year provided laptops and tablets to support the City Year team accessing CY tools and entering data about our activities in the school.

- Access to school/district Student Information System to support CY team in having the latest information about a student's attendance and assignments to facilitate supporting the student as well as enabling more meaningful conversations with teachers about the student.

## **Who is the City Year AmeriCorps Member (ACM)?**

A deeply empathetic relationship-builder with a growth mindset committed to a cause greater than oneself.

### Identity Formation

AmeriCorps members possess a self-narrative about who they are as learners and leaders, and the meaning they've gained from their experience

### Agency

AmeriCorps members believe in their ability to succeed, advocate for themselves, and make a difference in their communities

### Durable Skills

AmeriCorps members develop and accelerate durable, foundational skills in relationship building, persistence, flexibility & adaptability, critical & analytical thinking, continuous improvement and self-accountability and the effective application of them to their work with students

City Year is committed to a service experience that values their voice and safeguards their health and well-being. Through coaching and managing, our Impact Staff are in place to support the development of Identity Formation, Agency and Durable Skills.

Learning and development days for our ACMs take place over the course of their year. City Year designs a series of community-centered activities created to help our Corps develop skills, meaning making of our shared service journey, and support greater impact with students.

## **ACM Coaching Support System**

CY implements a coaching approach is asset based and creates an environment that is supportive of corps members meeting their own personal success standards and achieving against their scope of work on their team and with their students. Overall, this approach should hold a mindset that focuses on:

- Identifying ways that we all contribute to making change and opportunities possible for our students
- A focus on supporting individual definition of personal excellence within the scope of our work that aligns to the local definition of full program participation
- A belief that punitive punishment does not cause you to perform better. Instead, we will use coaching and feedback as tools for improvement and personal development

## **What can we expect from the CY ACM?**

ACMs are 17-25 year olds who are identified as life-long learners and future civic leaders. They are placed on a diverse team where skills and strengths are leveraged to support the whole school community. This shared experience allows our ACMs to experience a community of practice, build teamwork skills and connect through a year of service.

In partnership with the school and classroom, the service year is an opportunity to establish positive developmental relationships with students that have a measurable impact on the students' social-emotional and academic development and to partner with teachers and school partners to strengthen the learning environment. City Year ACMs contribute their unique identities, perspectives and skills to create a diverse and unique asset to your school community.

**Prohibited Activities** (see 45 CFR § 2520.65):

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e. An organization engaged in the religious activities described in paragraph C.7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

**Census Activities.** AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

**Election and Polling Activities.** AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

**Additional AmeriCorps Restrictions** (see 45 CFR § 2540.100):

**Nonduplication.** Corporation assistance may not be used to duplicate an activity that is already available in



the locality of a program. And, unless the Nondisplacement requirements are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

***Nondisplacement.***

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that -
  - a. Will supplant the hiring of employed workers; or
  - b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any -
  - a. Presently employed worker;
  - b. Employee who recently resigned or was discharged;
  - c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - e. Employee who is on strike or who is being locked out.

**APPENDIX C: Data Sharing Agreement**

In order for City Year to successfully implement the services described in the District Service Agreement between the parties of City Year and the District and improve student performance, it is essential that City Year

have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

**ACCORDINGLY**, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
  - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
  - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
  - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
  - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
  - report on performance metrics to the school and the school district; and
  - inform and refine our WSWC model design and improve overall quality of service.
  
2. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
  - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
  - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
  - share evaluation reports from evaluations commissioned by City Year; and
  - track key output data related to City Year's core services.
  
3. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
  - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
  - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact;
  - facilitate and/or support the collection of student-level whole school data as outlined below; and
  - provide all students' previous year data for all schools covered under this agreement to City Year no later than September 1 of the following school year(s) (that is at the start of each school year covered by this agreement).
  - provide all end of year data for the school year(s) covered under this agreement to City Year no later than October 1 of the following school year(s).
  
4. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools that are part of this Agreement (a sample of the preferred data file formats is available):
  - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
  - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
  - climate & culture data (e.g. student, teacher, family, or other climate survey results);
  - ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
  - ELA and math marking period grades and end-of-course grades;

- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year and/or (to an agreed upon third-party data collection and management company) City Year's data transfer partner, which provides a purpose-built data integration tool to produce data visualizations specific to the needs of K-12 Districts.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:

- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to improve its services.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year's partnership with the District, as well as the ability for City Year to support the District's virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data.** To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement with the subcontractor. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year's student populations most effectively, City Year may share student data with subcontractors who are agents, advisors, and third-party consultants, researchers, and evaluators ("Representatives"). In these instances, the student data will be de-identified, and students will be assigned unique External Evaluation ID numbers, assigned through an automated process. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its research and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.
6. **FERPA.** City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information.** Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed. The exposure of Confidential Information by City Year, the District, or a school partner will be reported to the data owning party within 48 hours of discovery of the exposure and a report detailing the exposure's cause and all data revealed will be provided to the data owning party within 30 days.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel, representatives, and subcontractors with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the

other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement and in accordance with applicable law, securely eliminate or return in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information solely for archival purposes and in connection with any dispute between the parties.



555 12<sup>th</sup> Street, Suite 1670  
Oakland, CA 94607  
[www.informedk12.com](http://www.informedk12.com)

## Renewal Order Form

### Customer Information

District Name:  
Sacramento City Unified Schools

Accounts Payable Contact Name:

Cancy McArn  
Accounts Payable Email:  
Cancy-McArn@scusd.edu

**Quote Number:** IK12-220000531

Created Date: 03/20/2024

**Subscription Renewal Date:** 07/01/2024

### Informed K12 Contact Information

Customer Success Manager: Emily Geis

For billing questions, please email  
[accounting@informedk12.com](mailto:accounting@informedk12.com)

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### Informed K12 Package Service

Premium Edition: District License - Internal

#### Price

\$ 168,980.00

\$

\$

TOTAL AMOUNT: \$ 168,980.00

All forms packages include:

- Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited responses archived with full access search and nightly back-ups for all data
- Phone, chat, and email support for form managers and recipients
- Continuous upgrades and extensive browser and device support
- Online webinars and resources for form managers

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### Terms of Use

1. This Renewal Order Form (this "Order Form"), together with the Informed K12 Terms of Use available at <https://www.informedk12.com/terms-of-use>, governs the access to and use of the Services set forth above. In the event of a conflict between the Terms of Use and the Order Form, the Order Form shall control.
2. Customer will be invoiced between 30-60 days from their Renewal Date, or upon request, and payment is due in full within 30 days of the Renewal Date. Informed K12 reserves the right to pause services if payment is not received within 30 days of the Renewal Date.
3. The term of this Order Form will begin on the Renewal Date and will end after 12 months, unless stated otherwise in the service package description. The services renew for successive periods of twelve (12) months each, unless a party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Informed K12 reserves the right to increase fees by up to five percent (5%) upon renewal.
4. In the event of termination of services, Customer is responsible for downloading and storing any data from Informed K12 that needs to be retained within 30 days, or as governed by an additional offboarding agreement. Informed K12 will comply with complete data destruction of Customer form data from the Informed K12 platform after the 30-day data retention window or as governed by an offboarding agreement signed by both parties.
5. The signatures below acknowledge the agreement of each party to be bound by this Order Form. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, this Order Form (including the Terms and Conditions) in its entirety.

**Informed K12**

*Brianna Bolton*

Authorized Signature

Brianna Bolton

Print Name

03/20/2024

Date

Sacramento City Unified Schools

DocuSigned by:

*Janea Marking*

D2972921000C416...

Authorized Signature

Janea Marking

Print Name

07/02/2024

Date

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**SERVICES AGREEMENT**

**Date:** July 19, 2024 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Eliassen Group, LLC, a Delaware limited liability company (hereinafter referred to as "Contractor").

**Recitals:**

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

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

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

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

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

**ARTICLE 1. SERVICES.**

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

Consulting services

**ARTICLE 2. TERM.**

This Agreement shall commence on August 1, 2024 and continue through June, 30, 2025 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:



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Fees shall be mutually agreed upon as described in the attached Exhibit B Statement of Work ("SOW"). Payment shall be made within 30 net days upon submission of periodic invoice(s) to the attention of Accounting Services Department, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

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

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

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

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

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium. This Agreement shall not affect Contractor's pre-existing ownership or other rights in its intellectual property, defined as works in existence as of the effective date of this Agreement, copyright, trademarks, trade dress, trade names, logos, symbols, patents, and similar proprietary rights, associated with Consultants materials, which was or is developed by Contractor independently of and not arising in the course of performing the work under this Agreement.

#### **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

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

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

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

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

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

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

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

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

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

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To the extent permitted by applicable law, a criminal history search consisting of a Federal Check, County Check, SS Trace, and Sex Offender Check for a period of seven (7) years on Contractor personnel. Contractor shall review any search results on a case-by-case basis and, in its sole discretion, make a suitability determination in accordance with applicable law and service need.

**ARTICLE 8. MUTUAL INDEMNIFICATION/LIMITATION OF LIABILITY.**

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.

The Indemnified Party shall notify the Indemnifying Party promptly in writing of any claim for which it seeks indemnification, and the Parties shall cooperate in the defense of such claim; provided, however, that failure to provide timely notice does not constitute a waiver of any indemnification rights herein to the extent that there is no material prejudice to the Indemnifying Party. The Indemnified Party shall provide the Indemnifying Party with sole control over the defense and settlement of any such claim. Notwithstanding anything herein, the Indemnified Party may retain separate counsel at its own expense to monitor and/or participate in the defense of any claim.

The aggregate liability of either Party hereto to the other Party (including, without limitation, the agents and employees thereof) under this Agreement shall not exceed one million dollars (\$1,000,000 USD), regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise). In no event shall either Party (including, without limitation, the agents and employees thereof) be liable to the other (including, without limitation, the agents and employees thereof) for any indirect, special, incidental, exemplary, punitive or consequential damages, even if the party shall have been advised of the possibility of such potential loss or damage.

**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 \$2,000,000 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.

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#### **ARTICLE 10. TERMINATION.**

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

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

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

#### **ARTICLE 11. ASSIGNMENT.**

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

#### **ARTICLE 12. NOTICES.**

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

District:  
Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
Eliassen Group, LLC  
Attn: Legal Department  
55 Walkers Brook Drive, 6<sup>th</sup> Floor  
Reading, MA 01867

#### **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

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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/NON-SOLICITATION.**

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.

Neither Party will i) hire; ii) attempt to hire; or iii) induce or actively attempt to influence, any of the other Party's employees, contractors, or agents to terminate or reduce their relationship during the Term of this Agreement and for 1 year after. If any of a party's employees, contractors, or agents provide services to the hiring Party outside this Agreement during the Term and for 1 year after, the hiring party will pay i) 100% of that person's Starting Compensation, if hired as a full-time employee; or ii) 100% of his or her weekly earnings for 1 year, if not hired as a full-time employee, as a fee for the additional benefit obtained.

Notwithstanding the foregoing, the Parties shall not be restricted from hiring or soliciting for other employment opportunities or to refer to any other person or entity for employment, any person employed by a Party who: (a) responds to general public advertisements, website postings or similar postings, but not in response to any direct solicitation efforts, or (b) files a resume or other indications of interest with a Party, where such filing is not in response to any direct solicitation efforts.

**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.

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**ARTICLE 17. RULES AND REGULATIONS.**

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

**ARTICLE 18. APPLICABLE LAW/VENUE.**

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

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

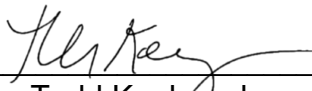
To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City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

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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
                    Janea Marking  
                    Chief Business Operations Officer

By:  \_\_\_\_\_  
                    Todd Keebaugh  
                    EVP & General Counsel

\_\_\_\_\_  
  Date

7/22/2024  
\_\_\_\_\_  
  Date

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**EXHIBIT A**

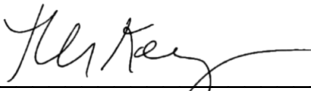
**CONTRACTOR CERTIFICATION of COMPLIANCE**

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

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

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

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

  
\_\_\_\_\_  
Authorized Signature of Contractor

7/22/24  
\_\_\_\_\_  
Date

Todd Keebaugh/EVP & General Counsel  
Printed Name/Title

**Exhibit B  
Statement of Work (SOW)  
Attachment to Engagement Letter**

This Statement of Work (“SOW”) is made between Eliassen Group, LLC (“Contractor”) and the Sacramento City Unified School District (“District”). This SOW authorizes Contractor to provide the District with the services described below.

Services and Work Product:

<b>Project</b>	<b>Services</b>
Accounting Services	<ul style="list-style-type: none"> <li>• Plan, direct, and supervise all accounting activities of the school district, including general accounting, construction accounting, accounts payable, fixed asset accounting, employee compensation and benefits, and other tasks as required</li> <li>• Provide leadership and direction for the development and implementation of controls, policies and procedures for accounting and other fiscal operations as needed.</li> <li>• Oversee the accurate preparation, administration and reporting of employee benefits audits, IRS reports, and other applicable financial reports.</li> <li>• Develop records and controls for the disbursement of funds to insure that claims are correct, legal, and charged to the proper account.</li> <li>• Plan, directs year-end closing activities including unaudited actuals; coordinates routine and non-routine audits, including coordinating preparation of work papers.</li> <li>• Cooperate with District's external auditors, and help facilitate access to District records.</li> <li>• Responsible for cash management and investing; prepares quarterly investment reports as required.</li> <li>• Review basic accounting journals and other accounting operations for accuracy and completeness, and advise, instruct, and train employees in the performance of their duties.</li> <li>• Prepare financial statements and billings for special programs that are partially or totally funded by other agencies.</li> <li>• Coordinate disclosure, continuing disclosure, and arbitrage requirements associated with the issuance of general obligation bonds and other long-term debt.</li> <li>• Grant Management including grant proposal review and facilitate reporting</li> <li>• Other post employment benefits (OPEB)</li> </ul>

Actual time to complete the work will be influenced by a variety of factors. Completing the assignment is dependent on the District’s support, including: providing Contractor documents, information, support, and resources in a timely fashion; access to systems, personnel, documentation, and other forms of assistance. Contractor will be mindful to minimize, to the extent possible, the disruption on the District’s day-to-day business operations caused by the project.



Estimated timeline: The engagement is expected to begin on or about August 1, 2024 and continue through June 30, 2025

Staff:

<u>Classification</u>	<u>Standard Hourly Rate</u>
Director III	170

Fees are based on the level of consultant and amount of time devoted to providing our services to the District. Total fees are not to exceed \$350,000. In the event overtime is required, Contractor, with the District's prior approval, will bill and pay overtime for weekly hours in excess of 44, at time and a half, in line with state and local requirements.

Rates: The above fees exclude out-of-pocket expenses and third-party costs, including travel, lodging and per diem meal reimbursement.

Expenses: The District will pay our reasonable, service-related, out-of-pocket travel, subsistence, report printing, and administrative expenses .

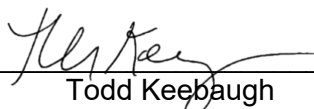
Workspace: The consultant will be working remotely. The District will provide access to required systems and personnel and, if appropriate, computers connected to its network.

Agreed to by:

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Janea Marking  
Chief Business Operations Officer

By:  \_\_\_\_\_  
Todd Keebaugh  
EVP & General Counsel

\_\_\_\_\_  
Date

7/22/2024  
\_\_\_\_\_  
Date