PROFESSIONAL SERVICES AGREEMENT

By and Between

CALIFORNIA FINANCIAL SERVICES

and

SAN LEANDRO UNIFIED SCHOOL DISTRICT

March 1, 2016

THIS AGREEMENT, dated March 1, 2016, by and between San Leandro School District, located in Alameda County, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. CALIFORNIA FINANCIAL SERVICES (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibits A through D attached hereto;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein in Exhibits B, C and D do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal bonds;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder;

WHEREAS, the CONSULTANT is being engaged, in part, to identify eligibility and file applications under the State School Facility Program (SFP) for projects that the DISTRICT shall have sole responsibility for evaluating the need and usefulness of the projects for implementing the DISTRICT's facility master plan;

WHEREAS, the DISTRICT agrees that it shall have sole responsibility for identifying and selecting construction projects to be funded by the issuance of bonds and/or the application for funds under the SFP;

WHEREAS, the DISTRICT has determined it has a need to reconcile its third party capital facilities accounting system to the DISTRICT's ESCAPE accounting data files in order to produce reliable and internally consistent reporting data for the expenditure of previous bond projects and related funds;

WHEREAS, the DISTRICT has determined it has a potential need for a third party capital facilities software and support services to track future additional expenditures for projects funded from a combination of State and local sources of revenue including developer mitigation, local bond measures, the State SFP and other sources identified by the DISTRICT staff and board;

WHEREAS, the DISTRICT has been provided reasonable time to review this AGREEMENT – including time to consult with its counsel or other trusted advisors regarding its scope and terms; and

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when capital facilities are being funded and expended for its School Facility Funding Program and for the ongoing maintenance and compliance related to any resulting debt issuances and/or State SFP applications;

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statements of work (the "Statement of Work") that are attached as Exhibits A through D to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony or assignments related to the provision of the services in this AGREEMENT ("Special Related Consulting Services"). Such related services are intended to supplement the services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed according to the fee schedule incorporated into in each of the attached Statements of Work ("Fee Schedules") for the Consulting Services rendered.

Unless otherwise specified herein, the DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of any additional Special Related Consulting Services, based on the time and materials expended, at a rate of $250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the separate Fee Schedules incorporated into the exhibits herein, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds $500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT's superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT

shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than monthly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each month during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior month. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the CONSULTANT's invoice.

III. OTHER MATTERS

A. DISTRICT Data Stored on DATA VAULT - The CONSULTANT will provide DISTRICT access to the CONSULTANT'S proprietary online **DATA VAULT** to manage, tag, upload, organize and store important documentation required for OPSC closeout audits, Federal reporting obligations and local DISTRICT compliance requirements. CONSULTANT shall reasonably protect such data from loss or theft but shall not take extraordinary measures to protect data stored in the vault. The DISTRICT is advised to retain copies of items stored in the vault and only to store non-confidential documents as part of utilizing this service.

B. Severability - Should any portion of the AGREEMENT be invalidated through legal proceedings, the remaining portions of the AGREEMENT shall remain valid and binding upon both parties;

C. Sub-consultants – The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants or third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.

D. Independent Contractor Status - CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing the services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.

E. Indemnity - CONSULTANT shall indemnify, defend and save the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of CONSULTANT'S performance of or failure to perform any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of DISTRICT. DISTRICT shall indemnify and hold CONSULTANT its officers, agents and employees harmless from

any and all actions or omissions to act which are the responsibility, in whole or in part, of DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such agreement to indemnify and hold harmless, in addition to any damages actually incurred.

F. **Special Provision for Ongoing Investigations, Litigation and Law Enforcement Related Activities** – The DISTRICT shall compensate the consultant separately, at its hourly consulting rate, for any ADDITIONAL services made necessary by any external investigation by State, County or Federal authorities of District expenditures or CONSULTANT prepared data provided that the investigation does not arise primarily from the activities of the CONSULTANT. The CONSULTANT shall be entitled to recover reasonable legal costs made necessary by its involvement in any such investigations including legal advice related to the preparation of materials to be used in testimony or as evidence in such investigations and legal expenses incurred as a result of proposed or actual legal actions involving the CONSULTANT that are not primarily the result of acts of gross negligence or misconduct of the CONSULTANT.

G. **Taxes** - CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.

H. **Amendment** - This agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.

I. **Compliance with Law** - While performing the services contemplated by this AGREEMENT, CONSULTANT and DISTRICT agree to comply with all applicable laws and regulations.

J. **Work Records** - All written work products generated by CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by CONSULTANT pursuant to this AGREEMENT shall be limited to read-only copies of the work performed and shall not include any ownership interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the read-only materials.

K. **Entire Agreement** - This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.

L. **Successors Permitted, Assignment** – This agreement shall remain valid and binding upon a successor DISTRICT or CONSULTANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.

M. Execution of the AGREEMENT in Counterparts - This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.

N. Term of the AGREEMENT - The initial term of this AGREEMENT shall be five (5) years commencing on the date of signing hereof.

O. Renewal of the AGREEMENT - At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original agreement for the purposes of calculating fees. Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to the CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided hereunder.

P. Termination of the AGREEMENT - This AGREEMENT may be terminated by either party, with or without cause, upon thirty days written notice of either the DISTRICT or the CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT termination of other services to be provided under this AGREEMENT, and are due and payable no later than the effective date of termination.

Termination with respect to State Revenue Generation consulting shall require the DISTRICT to pay the CONSULTANT any contingent fees that are unpaid pending State funding prior to the effective date of any termination. In the event that the applications have been delivered to the applicable State agency as of the date of termination, the 100% of the contingent fees due shall be become due and payable upon termination. For applications that have been prepared but unfiled, the District shall pay 60% of the contingent fee that would have been due had the application been filed and funded by the State. In the event that the CONSULTANT has only completed SFP eligibility calculations as of the date of termination, the DISTRICT shall pay the CONSULTANT 30% of the amounts identified by the CONSULTANT in its eligibility determination spreadsheets.

Q. Fee Disputes – The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this contract. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.

R. Notices. Except for invoices submitted by CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

Michael McLaughlin, Ed. D.
Superintendent
San Leandro Unified School District
835 East 14th Street
San Leandro, CA 94577
Phone: (510) 667-3500
Fax: (510) 668-5303
mmclaughlin@slusd.us

If to CONSULTANT:

Mark Epstein
Managing Director
California Financial Services
412 Humboldt Street
Santa Rosa, CA 95404
Phone: (707) 544-7800
Fax: (707) 523-4082
mepstein@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid

V. DISPUTE RESOLUTION

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of CONSULTANT to be appointed by CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS< but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and DISTRICT and CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein. The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused these presents to be properly executed, as of the date hereinabove set forth.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

CALIFORNIA FINANCIAL SERVICES

By: _____

R. Mark Epstein
Managing Director

EXHIBIT A
STATEMENT OF WORK

Financial Advisory Services

STATEMENT OF WORK
FINANCIAL AVISORY SERVICES

The CONSULTANT shall provide financial advisory services to the DISTRICT in connection with issuance of privately placed, direct-placed and publicly offered debt financings including G.O. Bonds, Certificates of Participation, Bond Anticipations Notes and other financing instruments identified in connection with funding facilities and equipment for the DISTRICT. The CONSULTANT shall perform the following financial services in a diligent manner under the terms of this AGREEMENT:

I. FINANCIAL ADVISORY SERVICES IN CONNECTION WITH A DEBT FINANCING ISSUANCE

Upon identification and direction from DISTRICT staff, in order to implement the objectives of this AGREEMENT, the CONSULTANT shall:

A. Develop a schedule, of which the financing schedule will be a component, and assign responsibilities for each major task that needs to be accomplished to complete the CONSULTANT's assignment on a timely basis;

B. Initially coordinate the various parties involved in the financing, including organizing and leading a kick-off meeting (or conference call) to commence the financing phase of the project;

C. Consult with the DISTRICT in its selection of an underwriter, bond counsel, disclosure counsel, trustee and financial printers, where applicable, including, in some cases, the issuance of request(s) for proposals;

D. Review and provide comments to the official statement for publicly offered debt;

E. Where applicable, solicit credit enhancement and/or reserve sureties from bond insurers or commercial banks and advise the District as to whether the "all-in" costs of funds (including the fees and expenses of the insurer or bank) are less than would be available to the DISTRICT through selling securities under its own rating;

F. Advise the DISTRICT as to issues the CONSULTANT deems material at all document sessions and debt structuring discussions to ensure that the business terms of the legal documents and repayment terms of the loan structure appropriately balance the DISTRICT'S flexibility with the resulting interest rate

and cash flow requirements, which result from the Refunding, consistent with the DISTRICT's objectives;

G. Assist in the development of rating agency(ies) strategies and presentation materials in conjunction with the underwriter and the DISTRICT;

H. Advise the DISTRICT as to the marketing and pricing of the resulting bonds, COPS, BANs or other financing instruments including evaluating the recommendations of the underwriter(s);

I. Monitor the expected flow of competing tax-exempt borrowings (or taxablbe borrowings in the case of a taxable financing) and advise the DISTRICT as to the factors to be considered as to the timing of the sale of securities based on visible market supply;

J. Monitor economic trends, public data releases and testimony affecting interest rates including federal data releases to consider such issues when selecting market timing for the sale of securities;

K. Develop Recommendations of interest rate modes, where applicable, (zero coupon, current coupon & variable rate) to best match the debt cash flow to DISTRICT revenue projections and investment practices;

L. Evaluate the market timing of the actual sale of the resulting financing and oversee the performance of the underwriter by reviewing and comparing comparable sales of securities during a reasonable time period before and including the week of sale; and

M. Attend all relevant meetings of the DISTRICT Board and prepare Board presentations for staff and/or present such presentations directly to the Board, as applicable.

II. PRE-ORDER OF ELECTION SERVICES

A. Review outstanding indebtedness for refinancing opportunities;

B. Review net available bond capacity under the *Education Code* debt limit cap;

C. Evaluate tax base growth rates, delinquencies and historical bond tax rates;

D. Review potential DISTRICT project list for cost, timing and useful life;

E. Prepare preliminary bond analysis that identifies the potential bond size and a schedule for issuing each series of bonds;

F. Assist in the selection of a consultant to perform a public opinion survey (if applicable and requested);

G. Assist in the development and review of questions to be posed in the public opinion survey;

H. Review the materials prepared by the DISTRICT's past eligibility consultant to determine the potential need for matching funds for facility projects;

I. Assist in the preparation of presentation materials to be utilized by District staff as part of the process of evaluating whether a bond election, if successful, would result in sufficient proceeds to address the surveyed projects at a tax rate within the rate deemed acceptable to residents of the DISTRICT;

J. Provide bond terms and term sheet provisions to Bond Counsel to be included in a Resolution to be presented to the Board for a formal vote regarding the ordering of any election;

K. Review Bond Counsel documents, including the Exhibit A related to the Proposition 39 Project list, where applicable, for potential impact on bonds structure;

III. PRE-ELECTION SERVICES

A. Prepare a Tax Rate Statement to be included in the Election Pamphlet as required by the *Education Code*;

B. Coordinate communications with the County as they relate to non-legal bond questions involving mathematical computations, assumptions and independent, third party data utilized in estimating debt service, tax rates and taxes; and

C. Provide supplemental information to the District for use as part of an information campaign as well as information provided in response to questions from local media, taxpayers groups or interested citizens as they relate to the bond structure and/or plan, as applicable.

IV. COMPENSATION FOR SERVICES RENDERED

The following fees are contingent upon the successful passage and approval of each financing transaction.

A. **DEBT ISSUANCES:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of ***Financial Advisory Services,*** as described above, a fixed fee of $75,000 plus extraordinary and out of pocket expenses as described herein. The fee shall be adjusted annually on each anniversary of the Agreement by the Bay Area consumer price index. This fee does not include the cost of conducting a Request for proposals process for the selection of the Underwriter

B. **PRE-ORDER OF ELECTION:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of ***Financial Advisory Services,*** during the **PRE-ORDER OF ELECTION** period as described in Section 1 Pre-Election Services in the scope of work above, a contingent fixed fee of $15,000 plus extraordinary and out of pocket expenses as described herein. The fee shall be adjusted annually on each anniversary of the Agreement by the Bay Area consumer price index. Pre-Order of Election Services may not be payable from bond proceeds subject to legal review by bond counsel and/or DISTRICT counsel.

C. **PRE-ELECTION:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of ***Financial Advisory Services,*** during the period commencing on the order of the election and concluding on election day, as described in Section 1 Pre-Election Services in the scope of work above, a contingent fixed fee of $10,000 plus extraordinary and out of pocket expenses as described herein. The fee shall be adjusted annually on each anniversary of the Agreement by the Bay Area consumer price index. Pre-Election Services may not be payable from bond proceeds subject to legal review by bond counsel and/or DISTRICT counsel.

D. **UNDERWRITER SELECTION PROCESS:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of ***Financial Advisory Services*** relating to the selection of underwriters through a request for proposals process, as described above, a fixed fee of $10,000 plus extraordinary expenses as described herein. The amount of this fee is to be adjusted annually on each anniversary by the Bay Area consumer price index.

EXHIBIT B
STATEMENT OF WORK

CONTINUING DISCLOSURE COMPLIANCE SERVICES

STATEMENT OF WORK
CONTINUING DISCLOSURE COMPLIANCE SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

CONSULTANT will provide specialized consulting services to assist the DISTRICT in complying with their obligations as an Issuer under Securities Exchange Commission ("SEC") Rule 15c2-12. The specific activities to be performed by CONSULTANT include the following:

1. **PREPARE ANNUAL REPORTS:** assist the DISTRICT in preparing and distributing the information required to be provided annually, by the applicable Continuing Disclosure Agreement(s), for the following issuances:

   a. San Leandro USD, General Obligation Bonds, Election of 1997, Series A

   b. San Leandro USD, General Obligation Bonds, Election of 1997, Series C

   c. San Leandro USD, General Obligation Bonds, Election of 1997, Series D

   d. San Leandro USD, General Obligation Bonds, Election of 1997, Series E

   e. San Leandro USD, General Obligation Bonds, Election of 2006, Series A

   f. San Leandro USD, General Obligation Bonds, Election of 2006, Series B

   g. San Leandro USD, General Obligation Bonds, Election of 2006, Series C

   h. San Leandro USD, General Obligation Bonds, Election of 2006, Series E

   i. San Leandro USD, General Obligation Bonds, Election of 2010, Series A

   j. San Leandro USD, General Obligation Bonds, Election of 2010, Series B

   k. San Leandro USD, General Obligation Bonds, Refunding Series 2003

   l. San Leandro USD, General Obligation Bonds, Refunding Series 2004A

   m. San Leandro USD, General Obligation Bonds, Refunding Series 2004B

   n. San Leandro USD, General Obligation Bonds, Refunding Series 2015A

   o. San Leandro USD, General Obligation Bonds, Refunding Series 2015B

   The list of issuances above may be modified from time to time by agreement of DISTRICT and CONSULTANT.

2. PREPARE SIGNIFICANT EVENT NOTICES: Assist the DISTRICT with the reporting of significant/listed events, to the extent included in one or more Continuing Disclosure Agreements, listed above, including known events and events known to the DISTRICT and communicated to the CONSULTANT, occurring during the fiscal year.

3. SEC INQUIRES AND OTHER EVENTS: Assist the DISTRICT with the responding to SEC inquires and reporting of other events as the DISTRICT may be obligated to report in a Continuing Disclosure Agreement, listed above, which also shall be provided to the CONSULTANT by the DISTRICT in a timely manner.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Continuing Disclosure Compliance Services, as described above, the following amounts:

1. **PREPARE ANNUAL REPORTS:** An annual fee for administering and filing the continuing disclosure report with EMMA of $3,000 for the first annual report and $500 for each additional report filed in the same fiscal year. In no case shall this fee exceed $10,000 per year. This fee is due and payable once the annual report has been posted to EMMA;

2. **PREPARE SIGNIFICANT EVENT NOTICES**: A fee of $250 per hour for the preparation of Significant Event Notices and is due and payable following the posting of the notice to EMMA.

3. **RESPONSE TO SEC INQUIRES AND OTHER EVENT NOTICES:** A fee of $250 per hour for assisting the DISTRICT in responding to SEC inquires and the preparation of other event notices. This fee is billable monthly for any activity occurring in that month. The consultant may bill less frequently in its sole discretion.

EXHIBIT C
STATEMENT OF WORK

SPECIALIZED STATE REVENUE GENERATION SERVICES

STATEMENT OF WORK
SPECIALIZED STATE REVENUE GENERATION SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT will provide the specialized State Revenue Generation Services ("State Funding Services") needed to develop, implement, and provide ongoing management support, of a State Revenue Generation Program needed to maximize and retain the DISTRICT's current and future eligible State Grant Funds, including assistance with the following activities:

1. **PREPARE SUMMARY EDUCATIONAL SPECIFICATION:** In conjunction with the assigned architect, prepare SFPD 4.07 or 4.08 Educational Specification Summary for New Construction, Modernization and Overcrowded Relief Grant ("ORG") projects (collectively, the "SFP Funding Amounts") , including coordinating submittal of plans to the California Department of Education ("CDE") for review and approval.

2. **PREPARE SFP FUNDING APPLICATIONS:** Prepare applications (SAB 50-04 Application for Funding) for each of the DISTRICT's eligible Modernization, New Construction, ORG, and joint-use projects when working drawings are completed. Coordinate with the architect(s) to file requests for any excess funding or facility hardship categories, including ADA and Fire Life Safety and High Performance grants, which are eligible under the School Facility Program ("SFP"). Coordinate with architect(s)/cost estimator(s) to ensure the 60 percent commensurate rule established by the Office of Public School Construction ("OPSC") is met for funding approval.

3. **APPLICATION REVISIONS:** Revise and/or update applications based on changes to the DISTRICT's eligibility and/or SFP regulatory changes related to future statewide school bond issuances.

4. **NEW CONSTRUCTION ELIGIBILITY UPDATE:** Update New Construction eligibility based on current CBEDS/CALPADS data and City/County approved new housing tract maps provided to the CONSULTANT by the DISTRICT.

5. **MODERNIZATION ELIGIBILITY UPDATE:** Update Modernization eligibility based on information and site maps provided by the DISTRICT and changes made by OPSC following review of the DISTRICT's initial modernization eligibility.

6. **FUND RELEASE:** Coordinate with DISTRICT staff, construction manager, and architect to prepare for release of State SFP Funding Amounts after each project has been apportioned including compliance with bidding, pre-qualification, construction contract terms and Labor Compliance requirements.

7. **STATE LIAISON:** Serve as a liaison with the OPSC and the CDE needed to monitor and facilitate the:

   a. Processing of preliminary and final plan approval;

   b. State eligibility documents and applications for approval by the State Allocation Board ("SAB") and subsequent apportionments of the State SFP Funding Amounts;

   c. Monitor the application submittals to OPSC and SAB for final apportionment approval; and

   d. Assist the DISTRICT in responding to the 15-day and 4-day letters initiated by OPSC through the processing of the funding application.

8. **OTHER PLANNING SERVICES:** Provide assistance to DISTRICT regarding other potential funding opportunities for facility related projects upon request.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the Specialized State Revenue Generation Services, as described above, the following amounts:

1. **STATE FUNDING APPLICATION/MANAGEMENT:** A fee equal of two (2) percent of the SAB apportionment for each project SFP Funding Amount that is due in two phases to the CONSULTANT for providing all of the services set forth in Items A through H above. The first phase of the fee totals $3,500 per project application, and is due upon submittal of the funding application to the OPSC. The balance of the two percent fee is due upon the State action to apportion and deliver funds for the SFP grant funding amounts; and

2. **EDUCATIONAL SPECIFICATIONS:** When applicable, a fee equal to $5,000 per site for the coordination and development of the educational specifications when required for a new school or replacement school. This fee is due upon submittal of the funding application and specifications to the OPSC; and

3. **OTHER PLANNING SERVICES:** The CONSULTANT, at the direction of the DISTRICT, may provide other planning services related to establishing eligibility and processing funding applications not included in items 1 through 7 above. Should such services be requested by the DISTRICT, the CONSULTANT shall receive an hourly fee of $250 per hour for such tasks as directed by the DISTRICT.

EXHIBIT D
STATEMENT OF WORK

KeyAnalytics PROJECT TRACKING AND REPORTING SERVICES

STATEMENT OF WORK
KeyAnalytics PROJECT TRACKING AND REPORTING SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall assist the DISTRICT in developing, implementing, and overseeing a ***Facilities Financial Management and Reporting System*** that is integrated with the DISTRICT's existing fiscal system operated by the County and/or the DISTRICT. The CONSULTANT shall receive financial data from the DISTRICT at least monthly in a form exported from the DISTRICT's Fiscal System to be uploaded by the CONSULTANT to its ***CFS InternetAccess*** platform.

The Financial Management & Reporting System is designed to enhance the ability of the DISTRICT to:

I. **KEYANALYTICS SERVICES**

A. Track all major revenue/funding sources identified by the DISTRICT that are being utilized to fund the DISTRICT's School Funding Program including G.O. Bonds, COPs, State grants, developer mitigation revenues, and other financing and funding sources, if applicable, in a comprehensive and cumulative system.

B. Track all other School Funding Program revenue sources identified by the DISTRICT so that each revenue source can be viewed individually and in a combined manner with other revenue sources.

C. Establish budget categories, as identified by the DISTRICT, for each authorized school project, project component, and revenue/funding source(s).

D. Report disbursement of funds from each revenue source for each school project and each expenditure category, as directed by the DISTRICT.

E. Track cumulative fund account activities (across fiscal years) for each DISTRICT fund account including, but not limited to Building Fund 21, State Fund 35, Developer Fee Fund 25, and other Capital Facility and/or Municipal Funding Program fund accounts (including Trustee bank accounts where applicable), as identified by the DISTRICT, as applicable.

F. In addition to the Standard Reports provided with the **CFS *InternetAccess*** platform, when requested, prepare a monthly **FACILITY PROJECT SUMMARY REPORT** identifying budgets, encumbrances, disbursements and remaining balances for each designated school project within the School Funding Program according to the DISTRICT's specifications.

G. Prepare a periodic **COMPREHENSIVE FACILITY PROJECT BUDGET AND CASH FLOW UPDATE REPORT** that includes a summary of budgets, encumbrances, disbursements,

remaining balances, and an overview of the active School Funding Program projects at a mutually agreed upon frequency as circumstances dictate.

H. Assist in preparing periodic reports for the local community and attend meetings, if necessary, to review the capabilities of the **CFS *InternetAccess*** platform and the content of the report(s) to local community;

I. Assist in preparing data and reports associated with the filing of the SAB 50-06 Expenditure Reports subject to DISTRICT review and confirmation;

J. Provide Assistance with OPSC audit inquiries and responses, where applicable (billed on an hourly basis at the CONSULTANT's stated consulting rate provided herein);

K. Provide initial and ongoing training to DISTRICT staff including transition training as staff and job descriptions change within the DISTRICT and/or the CONSULTANT incorporates supplemental features into the **CFS *InternetAccess*** platform.

L. Provide up to 5 gigabytes of storage for critical documents associated with the School Funding Program in the **CFS *InternetAccess*** platform's **DATA VAULT**; and

M. Provide the DISTRICT's authorized staff with user names and passwords in order to enable web access to the ***InternetAccess platform***.

N. Local Compliance Services including Preparing Specialized Reports

a. Assist the DISTRICT in providing documentation and information needed to comply with the local requirements established by the DISTRICT's Governing Board, G.O. Bond statutes, and internal accounting/auditing policies and procedures, including:

(1) Prepare up to 4 periodic Board/community updates per year; and

(2) Assist DISTRICT auditors by providing the data necessary to complete the annual audits required for Proposition 39 G.O. Bonds, if applicable.

b. Assist DISTRICT auditors by providing requested information needed to complete the year-end closeout of DISTRICT funds and outstanding debt obligations.

II. SPECIALIZED FORENSIC FUNDS TRACKING AND RECONCILIATION SERVICES

A. Review the current third party software system for project transaction data and budgets;

B. Review the current ESCAPE fiscal reports for capital facility funds and project data;

C. Identify differences between the third party system and the ESCAPE fiscal system for the capital project funds;

D. Make recommendations for reconciling to the two accounting systems, as applicable;

E. Prepare a cash flow report for the DISTRICT based on the reconciled information;

F. Meet with DISTRICT staff to analyze reconciled data and cash flows; and

G. Update reports for DISTRICT as needed.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the ***KeyAnalytics*** **Project Reporting and Tracking Services,** as described above, the following amounts:

1. **ANNUAL FEE:** $3,750 per month for up to 10 hours per month of CONSULTANT staff time including uploading data and providing general support and assistance in reconciling future financial data and preparing reports for the community, the Board, and DISTRICT auditors as directed by the DISTRICT. This fee is due in four quarterly installments on the first day of April, July, October and January.);

2. **SETUP FEE:** A one-time ***InternetAccess*** **Platform** set-up fee of $5,000 (that includes a discount of $5,000 from the regular fee of $10,000 for CASBO members) for the initial upload of the current fiscal year of DISTRICT data including the set-up of budget categories and project definitions. This fee is due upon the execution of this AGREEMENT;

3. **PROGRAM RECONSTRUCTION:** Should the DISTRICT elect to consolidate its historical data into the CFS *InternetAccess* platform, a fee for downloading and reconstructing historical data prior to the current fiscal year of $5,000 for the first fiscal year and $3,000 for each subsequent fiscal year of historical data uploaded and reconstructed without limit as to hours of CONSULTANT time required to complete this task. *The DISTRICT shall provide direction to the CONSULTANT as to the years of historical data it requires the CONSULTANT to upload as part of the AGREEMENT. This fee is due when* the results of the program reconstruction are delivered to the DISTRICT on a year-by-year basis;

4. **RECONCILIATION OF HISTORICAL DISTRICT DATA SYSTEMS AND OPSC AUDITS:** A fee of $250 per hour or $1,500 per day for assistance with reconciling data as provided in **II(A)** through **II(G)** above and $250 per hour for OPSC audit responses or data requests. *The DISTRICT is under no obligation to contract with the CONSULTANT for OPSC audit assistance as part of this AGREEMENT*; and

5. **DATA VAULT:** storage for up to 5 gigabytes of District selected School Funding Program documentation for seven (7) years is included in the annual fee for services for so long as the CONSULTANT is continuously providing ***KeyAnalytics*** *services. Additional increments of 5 gigabytes can be purchased for $150 per year. After seven (7) years, the DISTRICT may maintain its active* ***DATA VAULT*** *for a fee of $250 per year or request the DISTRICT data be transferred to a storage medium provided to the CONSULTANT for a one-time fee of $250.*