

OK to pay *Celeste Whedon*
PO24-02024



Arcstrem LLC

DBA IntelliBricks
6666 Kings Canyon Dr
Rocklin
CA 95765

Invoice

Invoice Number:	2324021
Date	22-Jan-2024
Amount Due:	\$21,904.00
Due Upon Receipt	

To

San Juan Unified School District,

P. O. Box 477, Carmichael, CA
95609-0477.

Make all checks payable to Arcstrem LLC

Number of Students	Description	Price	Line Total
24	Mission Avenue Open School 23-Oct23,30-Oct23,6-Nov23,13-Nov23,27-Nov23,4-Dec23	\$168.00	\$4,032.00
24	Kingswood K-8 7-Nov23,14-Nov23,28-Nov23,5-Dec23,12-Dec23,19-Dec23	\$168.00	\$4,032.00
24	Kingswood K-8 16-Nov23,30-Nov23,7-Dec23,14-Dec23,21-Dec23,11-Jan24	\$168.00	\$4,032.00
16	Kingswood K-8 6-Nov23,27-Nov23,4-Dec23,11-Dec23,18-Dec23,22-Jan24	\$250.00	\$4,000.00
16	Kingswood K-8 8-Nov23,15-Nov23,29-Nov23,6-Dec23,13-Dec23,20-Dec23	\$250.00	\$4,000.00
72	For Lego Take away	\$20.00	\$1,440.00
16	For takeaway gift-SCRATCH	\$20.00	\$320.00
16	For Pendrive -SCRATCH	\$3.00	\$48.00
#PO24-02024		Amount Due	\$21,904.00

Thank You for your business!



San Juan Unified School District
Business Support Services
3738 Walnut Avenue, PO Box 477
Carmichael, California 95609-0477

For purchasing use only:
Contract# PO24-02024
Vendor# 101275
PR# 908324

VR24-04373

Service Agreement

Choose One: Board of Education Student Body

This Agreement is made between SAN JUAN UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and IntelliBricks, hereinafter referred to as "Vendor."

I. Recitals

- A. District is a school district in the County of Sacramento, State of California, and has its principal place of business at 3738 Walnut Avenue, Carmichael, California.
- B. District desires to engage the services of Vendor and to have said Vendor render services on the terms and conditions provided in this Agreement.
- C. California Government Code section 53060 authorizes a school district to contract with and employ any persons for the furnishing to the District special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the special services required.
- D. This section further authorizes the District to pay from any available funds, the agreed upon compensation, to persons as it deems proper for the services rendered.
- E. District hereby engages the services of Vendor, and in consideration of the mutual promises contained herein, the parties agree as follows:

Vendor shall perform the following services: (if separate proposal document sets forth proposal, proposal document must be attached). This should be a summary of all services offered by Vendor:

Please see attached proposal.

II. Fee

- A. Vendor shall be compensated for work accomplished as follows:
 - 1. Amount: \$ 35,808
 - 2. Site: Pasadena Avenue Elementary, Mission Avenue Open, and Kingswood K-8
 - 3. Other: _____

III. Invoicing

- A. Invoices should be submitted to: San Juan Unified School District, P. O. Box 477, Carmichael, CA 95609-0477. Please make sure the invoice references the School and Administrator that obtained the services to avoid delay in payment.
- B. District Net Terms are NET 45 unless otherwise negotiated.
- C. Accounts Payable does not process pre-payment for services.

IV. Term

- A. This Agreement shall be established for the time frame of, (20 weeks) 10/23/2023-03/04/2024.
- B. All services under this Agreement are to be performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the District.
- C. This Agreement may be terminated for (a) failure to provide satisfactory performance by giving a ten (10) calendar day written notice, (b) upon the mutual written agreement of the parties, (c) "for cause" based on the discretion of the District by giving a ten (10) calendar day written notice, or (d) upon 30 calendar days written notice by the District.

V. Use of Agents and Assistants

- A. To the extent necessary to enable Vendor to perform duties hereunder, Vendor may engage the services of any agent or assistant which Vendor may deem proper, and may further employ, engage, or retain the services of such other persons deemed necessary to aid and assist Vendor in the proper performance of the duties.
- B. The cost for such agents or assistants shall be paid by Vendor and any expenses incurred by Vendor in engaging such agents or assistants shall be paid by Vendor.
- C. It is agreed that any consultant, agent, or assistant (hired by Vendor) will explicitly not be employed by the District.



San Juan Unified School District
Business Support Services
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VI. Equipment and Facilities

- A. District will provide the Vendor with access to all needed records and materials, unless such material is confidential and not subject to disclosure.
- B. Vendor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

VII. Devotion of time

- A. Vendor shall devote such time and energy to the performance of its duties under this Agreement as is reasonably necessary for a satisfactory performance.
- B. Should the District require services not included in this Agreement, Vendor shall make a reasonable effort to fit such additional services into its time schedule without decreasing the effectiveness of the performance of the duties hereunder.

VIII. Insurance, Indemnity and Taxes

- A. Vendor shall be an independent contractor and not an agent or employee of District under this Agreement.
- B. Vendor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.
- C. Prior to commencement of services and during the life of this Agreement, Vendor shall provide to the District a current Certificate of Insurance and an Additional Insured Endorsement.
- D. The Insurance Certificate shall provide evidence of professional and/or general liability insurance coverage in a sum not less than \$2,000,000 per occurrence, and list San Juan Unified School District as the Certificate Holder. The Certificate and Additional Insured Endorsement shall name the District as an additional insured. **Undersigned's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies.**
 - Sexual Abuse and Misconduct \$ ~~5,000,000.00~~ \$1,000,000.00 (Limits are dependent upon services.)
 - Cyber Coverage \$ _____ (Limits are dependent upon services.)**Any changes to limits or coverages must be approved by the District's risk management dept.**
- E. To the fullest extent allowed by law, Vendor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Vendor or its directors, officers, agents, employees, volunteers, or guests arising from Vendor's duties and obligations described in this agreement or imposed by law.
- F. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Vendor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law.
- G. Vendor is not an employee of the District and District shall not indemnify Vendor in any such claim.
- H. Vendor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance.
- I. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Vendor to account for all of the above and Vendor agrees to hold District harmless from all liability for these taxes.



IX. Fingerprinting

- A. Pursuant to Education Code Section 45125.1, Vendor has conducted the required criminal background check(s) of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and certifies that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).
- B. Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Vendor shall constitute grounds for termination of this Agreement.

X. Business Licenses and Certificate Permits

As an independent contractor, it shall be the sole responsibility of Vendor to obtain any needed business licenses, certificates, and/or permits to conduct business to meet the terms of this Agreement.

XI. Assignment

- A. This Agreement is for personal services to be performed by Vendor
- B. Neither this Agreement nor any duties or obligations hereunder shall be assignable, sublet, or performed by any person or persons who are not parties hereto, except by employees of Vendor whose names and qualifications have been approved in writing by District.
- C. In the event of an assignment by Vendor to which District has consented, the assignee or his legal representative shall agree in writing with District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

XII. District's Right of Retention

District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, and photographic or other reproductions of any kind produced in the scope of services performed under this Agreement and no other uses thereof will be permitted except by permission of District.

The parties agree that any and all pre-existing records, documents, graphs and photographic material or other reproductions of any kind provided by Vendor which will be used in connection with the services hereunder, shall remain the sole property of Vendor and Vendor shall retain all right, title and interest therein.

XIII. Extension of Term

By mutual consent of the parties hereto, the term of service described herein may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XIV. Entire Contract

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XV. Successors and Assigns

Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the representative parties.

XVI. Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.



XVII. Severability

In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would vitiate the intent of the parties in entering into this Agreement.

XVIII. Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension, and implemented at 48 CFR Part 3409:

- A. The applicant certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

XIX. Venue/Jurisdiction

The terms and conditions of this Agreement shall be governed by the laws of the State of California.

XX. Confidentiality of District Records

- A. Vendor shall ensure that all District pupil information remains confidential.
- B. In the scope of its duties under this Agreement, Vendor may have access to confidential data, including confidential District student information, and will ensure the confidentiality of such data and information.
- C. Vendor hereby agrees no unauthorized data or information obtained during the term of this Agreement or at any time after completion of the Agreement will be divulged to any individual unless the Vendor is required by law to release, or the pupil's parent/guardian has provided written consent.
- D. Vendor agrees to forward all requests for release of any data or information received to the District.
- E. Vendor shall not use any information in a pupil record for any purpose, including but not limited to advertising, other than those required or specifically permitted by this Agreement, or as required by law.

If Vendor will have access to identifiable pupil data, a completed Student Data Privacy Agreement is required. Vendor may complete a District Student Privacy Data Agreement, or may attach a fully executed CA-NDPA with Exhibit E from the California Student Privacy Alliance (https://sdpc.a4l.org/view_alliance.php?state=CA).



San Juan Unified School District
 Business Support Services
 3738 Walnut Avenue, PO Box 477
 Carmichael, California 95609-0477

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written below:

San Juan Unified School District:

Budget Code:	01.5.4.5800.7814.4764.1000.412.000
Fingerprint Form: (If not attached, what is the exception?)	

SJUSD Administrator:	Gwyn Dellinger
Department or Site Location:	OSLA
Telephone:	916-971-7202
Date:	9/27/2023
Administrator Signature:	<i>Gwyn Dellinger</i>

Cabinet Member Signature: (Required for amounts over \$10,001)	<i>Dulra G</i>
Date:	

Board Approval Date: (Required for amounts over \$109,300)	
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Vendor:

Vendor Name:	Arcstrem LLC DBA IntelliBricks
Vendor Contact:	Priya Kumar
SSN# or EIN#:	812976027
Address:	6666, Kings Canyon Drive, Rocklin, CA-95765
Telephone:	916-577-5115
Email:	info@intellibricks.org
Signature:	<i>Priya Kumar</i>
Date:	22-Sep-2023

In addition to the acceptance of this agreement, I also certify that original copies of this signature page will be attached to all other exact copies of this agreement and provided to the Purchasing Department.

NOTE: No changes to this form are authorized unless specifically approved by the General Counsel. (Board Policy 3312) Selection of Vendors will be on the basis of qualifications regardless of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, sex, sexual orientation, gender, gender identity or gender expression.

IntelliBricks_SanJuan Unified School District After school program proposal 2023 - 2024

About us

IntelliBricks is a female-founded growing entrepreneurship conducting STEM enrichment classes in the greater Sacramento area. Our mission at IntelliBricks is to raise the overall awareness and adeptness of today's children in the realms of technology and engineering through hands-on activities. Creating self-coded, machine-based projects using teamwork and cooperation. Our goal is to introduce students to the basic STEM concepts necessary to adapt to the future's technological advances while teaching the real-world social skills they will need to succeed and thrive. Our classes are 90 minutes long once a week for 6 weeks with new projects every week across all our programs. We provide all required materials including Lego and laptops

Course proposed and Description

→ **Elementary schools - Lego® Robotics:**

Does your student love LEGO® ? Nothing turns that interest into a great new skillset like an IntelliBricks LEGO® Engineering and Robotics class! Our classes are a fantastic way for any student to explore the basics of engineering and programming. In our robotics classes students will build through LEGO® construction projects designed to demonstrate key principles of engineering. Students code with an intuitive drag-and-drop program to bring their creations to life and play with their new model. 2023-24 Lego Robotics Themes: Forest Friends, Motor Madness and Combat Machines
(Please note: IntelliBricks will provide all LEGO® and computers for the class. Children cannot take home any of their creations or LEGO® products. LEGO® group of companies does not sponsor, authorize or endorse any of our programs.)

→ **Middle and Jr. High school - Game Design with SCRATCH:**

Game design with SCRATCH is coming back again after popular demand with all new games! It's fun to play video games, it's even more fun to design your own game! Students will not only learn the characteristics of a good game like speed, obstacles, scoring, visual appeal and sound effects, they will also learn the basics of coding like variables, if then statements, logic, loops etc. To add to this students will learn to create cool characters (sprites) for their game and build the backdrop for the games they create.

- **Students work individually and each student will be provided with a laptop to work on their projects**
- **All student work will be saved in a pendrive and distributed to them at the end of 6 weeks.**

Class start time

Our Classes start 15 mins after the school day ends and they are 90 mins long.

No of students per class

- **Elementary schools** - 24 students per class
- **Middle and Jr. High school** - 16 students per class

Cost per student for a 6 week class

- **Elementary schools** - \$ 168.00 per student
- **Middle and Jr. High school** - \$ 250.00 per student

Gift set cost - \$ 20.00 per student after finishing the 6 weeks course

- **Elementary schools** - Lego set
- **Middle and Jr. High school** - STEM set

Pendrive with their projects for Middle and Jr. High

\$ 3.00 per student after finishing the 6 weeks course

Per school class - cost calculations (2 times a week per school)

- **programs cost calculations for elementary school - 1 school 2 times a week for 6 weeks**

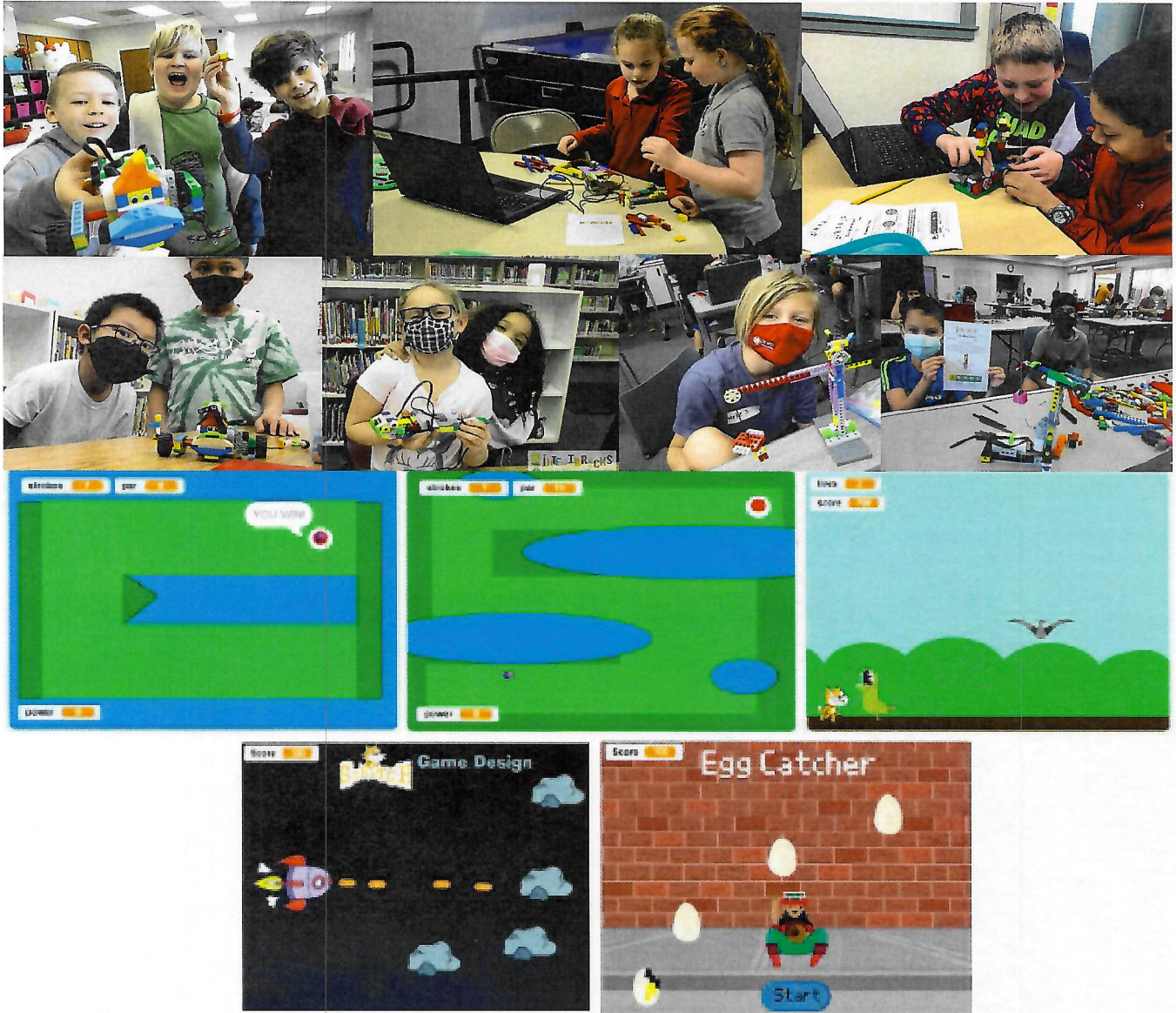
Total cost for the classes per school 2 times a week	$24 * 2 * \$168$	\$8064.00
Total cost for the Lego set	$24 * 2 * \$20$	\$960.00
Project cost calculations per school		\$9024.00

- **programs cost calculations for middle and jr. high school - 1 school 2 times a week for 6 weeks**

Total cost for the classes per school 2 times a week	$16 * 2 * \$250$	\$8,000.00
Total cost for the pendrive with student projects	$16 * 2 * \$3$	\$96.00
Total cost for a takeaway gift	$16 * 2 * \$20$	\$640.00
Project cost calculations per school		\$8736.00

- ★ Cost of conducting IntelliBricks Lego Robotics program in one elementary school 2 times a week for 6 weeks with a capacity of 48 students is **\$9024.00**
- ★ Cost of conducting IntelliBricks Game Design with SCRATCH Coding program in one Middle and Jr. High school 2 times a week for 6 weeks with a capacity of 16 students per class is **\$8736.00**

Gallery



Lego Robotics

Build and Design your way through STEM!

Class Features!



New and interesting projects every day!



Laptops and all supplies provided by IntelliBricks



Featuring 1000s of Legos for each class to build, program and play



Students partner with another child to build a model. Each pair will be provided with a laptop to work with



Incorporates teamwork, building social skills like creativity collaboration and communication



Take home report after each class

How do Lego Robotics classes work?

Watch this short video for a sample Lego robot! <https://youtu.be/cZQ3sarx-C0>



Build

Build your favorite model!



Code

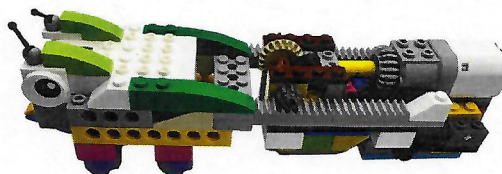
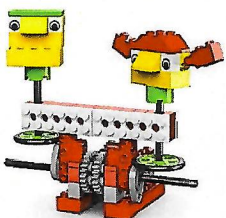
Program it to interact and move!



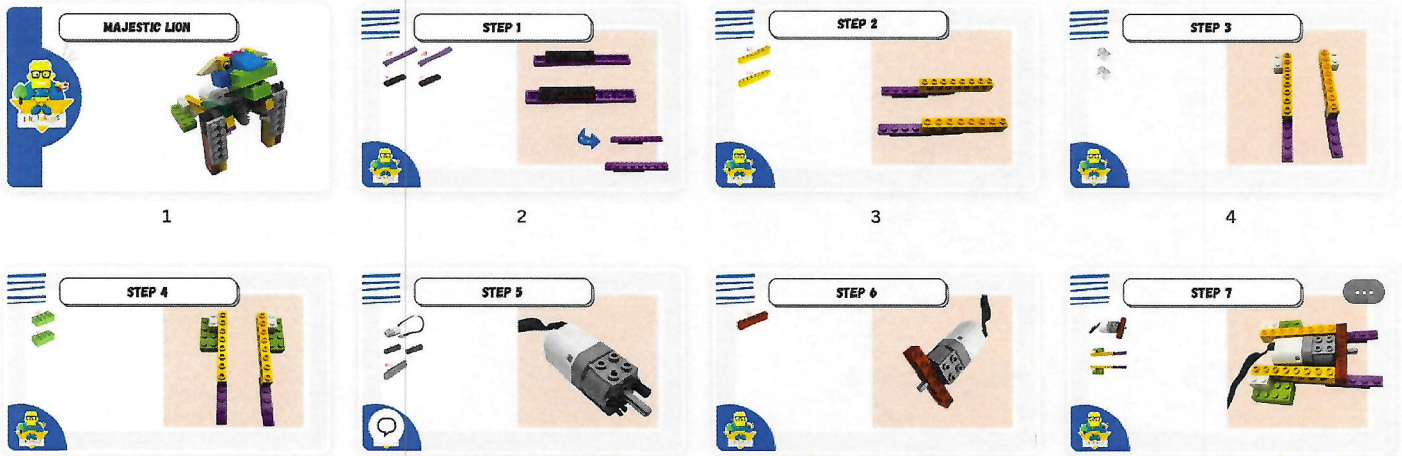
Play

Play and experiment with your creation!

- Class starts with Roll Call, class rules and introduction of the model.
- Children work in pairs. Each pair is provided with a laptop and lego
- Students build the robot for the day following step by step building instructions
- After building the robot, students code their creation by connecting it to the laptop using a special device.
- A simple drag and drop interface is used for coding
- Students play with their creation for 15-20 minutes
- Finally they contemplate what they learned with their IntelliBricks teacher
- Students are given a take home report with the concept of the day and program learned after each class.



Step by step building Instructions (Sample)



Gallery



Game Design with SCRATCH Class

Put the power of programming at your fingertips!

This class uses an intuitive child friendly software called SCRATCH to introduce your child to the world of coding. We cover the basics of coding and progress towards more advanced features in Game design with SCRATCH coding. It's fun to play video games, it's even more fun to design your own game! In this class you won't just learn to program the games, you will also have fun playing them. Students will not only learn the characteristics of a good game like speed, obstacles, scoring, visual appeal and sound effects, they will also learn the basics of coding like variables, if then statements, logic, loops etc. To add to this students will learn to create cool characters (sprites) for their game and will also learn to build the backdrop for the games they create.

Benefits of learning to code at young age!



Coding teaches kids how things work, and how to create things that work, with necessary skills for the future.



Students learn to anticipate, avoid, and persevere through problems



Students learn structural and algorithmic thinking



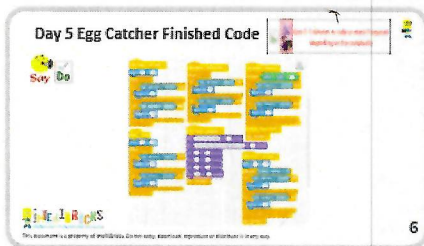
Students exercise creativity, and fun outside-the-box thinking.



Coding can help your student discover a lifelong passion, especially since for exceptionally creative and entrepreneurial coders, coding can make a lot of money.

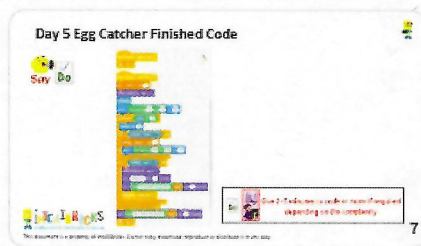
- Class starts with Roll Call, class rules and introduction of the project.
- Children work individually. Each student is provided with a laptop.
- Students code as per the instructions given by the instructor to create a new game every week.
- A simple drag and drop interface is used for coding
- Students play with their creation for 15-20 minutes
- Finally they contemplate what they learned with their IntelliBricks teacher

Sample Lesson Plan for Game design with SCRATCH



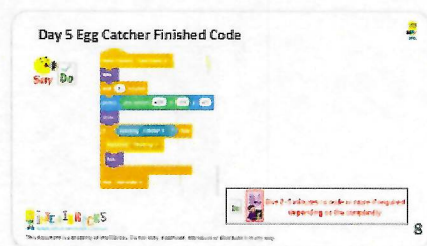
Day 5 Egg Catcher Finished Code

6



Day 5 Egg Catcher Finished Code

7



Day 5 Egg Catcher Finished Code

8



Sprites Created

11



Backdrops Created

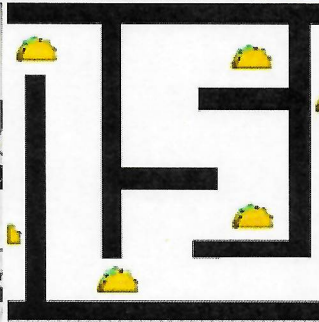
12



Backdrops Created

13

Gallery





Arcstrem LLC

DBA IntelliBricks
 6666 Kings Canyon Dr
 Rocklin
 CA 95765

Invoice

Invoice Number:	2324038
Date	3-May-2024
Amount Due:	\$31,584.00
Due Upon Receipt	

To
San Juan Unified School District,
 P. O. Box 477, Carmichael, CA
 95609-0477.

Make all checks payable to Arcstrem LLC

Number of Students	Description	Price	Line Total
24	Pasadena Avenue Elementary 13-Mar-202420-Mar-20243-Apr-202410-Apr-202417-Apr-202424-Apr-2024	\$168.00	\$4,032.00
24	Pasadena Avenue Elementary 15-Mar-202422-Mar-20245-Apr-202412-Apr-202419-Apr-20243-May-2024	\$168.00	\$4,032.00
24	Cottage Elementary 18-Mar-20241-Apr-20248-Apr-202415-Apr-202422-Apr-202429-Apr-2024	\$168.00	\$4,032.00
24	Cottage Elementary 23-Apr-202430-Apr-20247-May-202414-May-202421-May-202428-May-2024	\$168.00	\$4,032.00
24	Whitney Avenue Elementary G 1-3 14-Mar-202421-Mar-20244-Apr-202411-Apr-202418-Apr-202425-Apr-2024	\$168.00	\$4,032.00
24	Whitney Avenue Elementary G 4-5 14-Mar-202421-Mar-20244-Apr-202411-Apr-202418-Apr-202425-Apr-2024	\$168.00	\$4,032.00
24	Mission Avenue Open School 17-Apr-202424-Apr-20241-May-20248-May-202415-May-202422-May-2024	\$168.00	\$4,032.00
168	Lego Take away	\$20.00	\$3,360.00
		Amount Due	\$31,584.00

Thank You for your business!