



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: August 11, 2022

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

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

Estimated Time of Presentation: N/A
Submitted by: Rose Ramos, Chief Business Officer
 Robert Aldama, Interim Purchasing Manager
Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>YOUTH DEVELOPMENT</u>		
Expanded Learning Program 2021/22 New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6/1/22 – 8/19/22: One provider will develop, maintain and sustain expanded learning programming for the 2021/22 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.	
2021/22 Expanded Learning Contracts		
City of Sacramento Youth, Parks and Community Enrichment, SA23-00076 Site served: Sam Brannan MS		\$35,487.98 ASES Funds
<u>COLLEGE & CAREER READINESS</u>		
California Department of Education A23-00001	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$5,469 No Match
5/1/22 – 6/30/23: California Partnership Academy (CPA) grant support eight CPAs at four comprehensive high schools. These academies are focused on smaller learning communities that are career-themed. Academies serve students in grades 10-12 and are structured as schools-within-a-school. Academies in the district follow the Linked Learning approach as their model. The curriculum incorporates integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers as well as active business and post-secondary partnerships.		
CPA funds are used to purchase industry specific equipment, software, transportation for field trips and professional learning services. The collaboration between core academic instruction and Career Technical Education helps to produce both college and career ready students. These programs also strengthen relationships with local industry and postsecondary education partners.		
Luther Burbank HS:	Building Trades Academy	\$5,469

California Department of Education A23-00002	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$9,500,000 No Match
7/1/21 – 6/30/24: California Community Schools Partnership Program (CCSPP) Implementation Grant.		
<p>SCUSD was awarded a California Department of Education 2022 California Community Schools Partnership Program (CCSPP) five-year grant in the amount \$9,500,000 for six identified schools. The funded Community Schools networks include Luther Burbank High, Fern Bacon Middle, John Still K-8 (Area 4), Hiram Johnson High and Will C Wood Middle (Area 5), and Rosa Parks K-8 (Area 6). The majority of awarded schools have existing Student Support Centers (SSC) sustained or supplemented through these grant funding, with the exception of Fern Bacon Middle School (FBMS), which will launch a new Student Support Center in the 22-23 school year. The vision of all SCUSD Community Schools networks is to create welcoming community hubs, which engage, support and strengthen students, families and neighborhoods. Hubs are sustained by strong family, schools, and community partnerships. Our Community Schools will work toward elevating the assets and meeting the needs of children by building a positive school climate through trusting relationships, combined with rich learning opportunities that prepare all students to succeed in life. This funding opportunity allows SCUSD to sustain and replicate the central coordination model at the Community Schools network school sites.</p>		
SCUSD	CA Community Schools Partnership	\$9,500,000

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

TECHNOLOGY SERVICES

Frontline Education R23-00790 New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7/1/22 – 6/30/23: Renewal of District-wide license and maintenance fees for Escape Online 5. Escape Technology was acquired by Frontline Education in 2019. License includes Employee Online Portal and unlimited usage for employees. The District has contracted with Escape for over 25 years for enterprise resource planning (ERP) software for finance, HR and payroll. The Escape ERP system is designed for California K-12 education and currently has a large market share across California. Escape addresses the unique needs of the California K-12 industry with a configurable product lower in cost than other software systems that are not customizable to the District's needs. The District has evaluated other products in the past but found they could not serve our needs. Technology Services finds it is in the best interest of the District to extend the contract for Escape.	\$554,207 General Fund
AMS.Net R23-00799 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/22 – 6/30/23 District-wide licensing for Cisco telecom subscription. Cloud services offered include: Webex Cloud Calling, Webex Teams, Webex Teams File Storage, CloudVideo Device Registration (<i>including Webex Board</i>), Webex Hybrid Services and Webex Meetings. In an on-premised deployment, Cisco offers: Webex Teams, Webex Teams File Storage, Cloud VideoDevice Registration, Webex Hybrid Services and Webex Meetings, Cisco Unified Communications Manager, Cisco Unity Connections, Cisco Emergency Responder, Cisco Expressway, Cisco Jabber, Cisco Unified Attendant Consoles, and Common Area Device License	\$165,168 General Fund

Digital Deployment SA23-00130	7/1/22 – 6/30/23 Web hosting services at all participating school sites (hosting, maintenance, security upgrades, feature upgrades, and service-level agreement for website support	\$96,000 General Fund
New Contract:		
<input type="checkbox"/> Yes		
<input checked="" type="checkbox"/> No		
Infinite Campus R23-00804	7/1/22 – 6/30/23 District-wide Student Information System (SIS) License and Support. Includes Messenger, Application Hosting, Data Change Tracker, Campus Learning, ICU Subscription, Data Health Check, Online Registration Prime, Multi-Language Editor Tool, Escrow, Custom Reports/Foster Focus, Cloud Choice Application Hosting, Campus Analytics	\$382,671 General Fund
New Contract:		\$168,164.68 MS Voucher
<input type="checkbox"/> Yes		
<input checked="" type="checkbox"/> No		
		\$550,836 Total

STUDENT SUPPORT AND HEALTH SERVICES

Kognito Solutions R23-00864	8/1/22 – 7/31/23: 12-month license for Kognito, an online suicide prevention training program. Kognito programs are currently the only commercially available online, simulation-based suicide prevention training programs providing users with practice in conversing with at-risk individuals. The courseware was developed based on research in social cognition and neuroscience, and generates virtual role-play simulations where users engage in practice conversations with intelligent avatars and learn effective communication strategies in managing challenging conversations with individuals exhibiting signs of psychological distress including thoughts of suicide and depression. Kognito programs are the only online simulation-based suicide prevention training listed on the federal Substance Abuse and Mental Health Services Administration (SAMHSA) Suicide Prevention Resource Center Best Practices Registry for suicide prevention programs.	\$180,300 Expanded Learning Opportunities Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		
	Due to the success of staff training using Kognito during the previous two school years, the Student Support & Health Services department would like to expand the training to all District staff, and to implement the Friend2Friend Emotional and Mental Wellness module for training of 7 th to 12 th grade students.	
	Staff training on prevention and early intervention of mental health issues including recognizing signs of emotional distress, risk factors for suicide, and how to help students access supports can help mitigate mental health risks and save lives. In addition, State Law AB2246, AB1767, & SCUSD Board Policy 5141.52 requires all District staff and all other adults who work with students to be trained in suicide prevention awareness as well as all students K-12th grade.	

Maxim Healthcare SA22-00096	10/7/21 – 6/30/22: Ratification is requested for amendment to agreement for staffing for COVID testing at sites and Serna. The original agreement was for the provision of 30 technicians but because of increased demand beginning in December due to higher infection rates in the Sacramento area as well as the requirement for unvaccinated District students and staff to participate in surveillance testing, 10 additional technicians were requested through the end of the school year.	Original amount: \$2,609,500
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Increase: \$1,800,000
		New Total: \$4,409,500 COVID Relief Funds
RO Health SA22-00134	10/7/21 – 6/30/22: Ratification is requested for amendment to agreement for staffing for COVID testing at sites and Serna. The original agreement was for the provision of 30 technicians but because of increased demand beginning in December due to higher infection rates in the Sacramento area as well as the requirement for unvaccinated District students and staff to participate in surveillance testing, 10 additional technicians were requested through the end of the school year.	Original amount: \$1,014,000
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Increase: \$1,400,000
		New Total: \$2,414,000 COVID Relief Funds
Action Supportive Care Service SA23-00143	7/1/22 – 6/30/23: Ratification is requested for amendment to agreement for additional services for COVID testing and contact tracing. .	\$7,800,000
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		COVID Relief Funds
Maxim Healthcare SA23-00151	7/1/22 – 6/30/23: Ratification is requested for amendment 2 to agreement for additional services for COVID testing and contact tracing. .	\$4,850,000
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		COVID Relief Funds
RO Health SA23-00145	7/1/22 – 6/30/23: Ratification is requested for amendment to agreement for nursing and staffing services for COVID testing and contact tracing. .	\$1,874,984
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		COVID Relief Funds
Vestra SA23-00154	10/7/21 – 6/30/22: Ratification is requested for amendment to agreement for staffing for COVID testing at sites and Serna. The original agreement was for the provision of 30 technicians but because of increased demand beginning in December due to higher infection rates in the Sacramento area as well as the requirement for unvaccinated District students and staff to participate in surveillance testing, 10 additional technicians were requested through the end of the school year.	\$25,000 Instruction Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		\$2,471,000
		COVID Relief Funds
		\$2,496,000 Total

Action Supportive Care Service SA23-00144 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/22 – 6/30/23: Ratification is requested for supplemental medical assistants, LVNs, and RNs for coverage of students with diabetes and other medical 504 plans for the 2022/23 school year as requested by the Health Services Department.	\$312,000 Medi-CAL Funds
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Maxim Healthcare SA23-00152 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/22 – 6/30/23: Ratification is requested for supplemental medical assistants, LVNs, and RNs for coverage of students with diabetes and other medical 504 plans for the 2022/23 school year as requested by the Health Services Department.	\$78,000 Medi-CAL Funds
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COLLEGE & CAREER READINESS

Improve Your Tomorrow SA23-00105 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/21 – 6/30/24: Improve Your Tomorrow (IYT) is an organization focused on breaking the school to prison pipeline by helping young men of color get to and through college. IYT started with seventeen students at Valley High School in South Sacramento, these seventeen laid the foundation for what is now the largest education nonprofit only serving young men of color in the country. IYT currently serves over 1000 young men of color through three academic programs including IYT College Academy, IYT Continue to Dream Academy and IYT U.	Per Year: \$150,000 Total: \$450,000 CTEIG Funds
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IYT is unique because students can enter the program as early as 7th grade and remain in the program for up to 12 years, or until college graduation. At IYT, their college students are hired to be on staff as Program Directors, Academic Mentors and tutors, creating what they refer to as the college to community pipeline. The college to community pipeline is helping to bring young men from some of the city's most challenging neighborhoods back into the community to help the next group of students get to college through the IYT Mentor Fellowship.

IYT's impact is real and life changing. Ninety-nine percent of IYT College Academy students graduate high school and ninety-four percent attend college. They achieve this impact by creating a community of brothers that are allowed to be their authentic self and who support each other.

It is important to note that this partnership will directly support one of the recommendations of the African American Achievement Task Force, "Provide school-to-college and school-to-career experiences utilizing community stakeholders (career training, university shadowing, mentoring and internships, etc.)"

The strength of the IYT program is that it provides ongoing support for students of color at both the K-12 and postsecondary levels. The African American Task Force identified this as an important need in order to build and accelerate African American student academic achievement. It is important to note that IYT is one of the leaders of the regional 1300 Campaign.

For the reasons above, IYT has been selected to partner with the College and Career Readiness Department to improve pathway completion rates among Luther Burbank students through the IYT College Academy program. IYT will serve 150 students total, 75 at Luther Burbank, and 75 at feeder middle school Rosa Parks. The goal is to ensure middle school students have a better idea of what pathway they want to pursue once they are enrolled at Luther Burbank High School ultimately increasing the retention of students and increasing the number of students who reach completer status which is part of the CA Accountability Dashboard.

BUSINESS SERVICES/PURCHASING SERVICES

U.S. Communities & National IPA / Omnia Partners, Contract # R191815	05/01/2020 – 04/30/2023: Contract #R191815 U.S. Communities and National IPA subsidiaries of Omnia Partners a Cooperative purchasing agreement, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts Communities and Nation IPA subsidiaries of Omnia Partners are based on quality, proven performance, and pricing. As a government entity, the district is able to piggyback on this agreement and purchase directly from School Specialty, LLC. under the same terms, conditions and pricing. The district will purchase Furniture with Related Accessories and Services. The estimated cost using this piggyback contract is \$149,953.20 This contract allows yearly extensions thru April 30, 2025	Pursuant to Public Contract Code § 20118
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Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
Sata Collaborates LLC SA22-00379	Consulting agreement services regarding the District's Capital Bond Program Monitor/Compliance and Green initiatives for the period of January 1, 2022 to December 31, 2022. Contract will not exceed \$234,000	\$32,760 ESSER II
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		\$152,100 Measure Q
		\$49,140 General Fund
		Total: \$234,000

TRANSPORTATION

Michael's Transportation (MTS) R23-00141	8/22/22 – 6/30/23. Agreement to provide temporary staffing services to the District. MTS will provide the District with trained and licensed school bus drivers to fill temporary job vacancies.	\$400,500 ESSER III
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Pawar Transportation R23-00142 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/22 – 6/30/23. Contract for Special Education pupil transportation services in accordance with California Education Code Sections 1270, 39801 and 39802. Services to be provided by furnishing the required number of vehicles, equipment, drivers, and supplies for transportation of students for District. In particular, the transportation service of student(s) within the District and County with an option to transport to any campus required by the District, per request during the school calendar year.	\$375,000 ESSER III
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COUNSELING SERVICES

Accelerate Education Inc SA23-00108 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Renewal agreement services for Accelerate Credit Recovery Program. 1500 seats with instruction for the 22-23 school year. Each seat is one (1) enrolled student with up to 4 credit recovery courses at any point in time within the year. Includes content, hosting, support and instruction from California certified teachers. Includes Biology/ Chemistry/ Physics virtual labs	\$269,850 General/LCFF
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LEGAL DEPARTMENT

Lozano Smith LLP SA23-00158 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/22– 6/30/23: Legal services as required for current services in 2022-23. Services relate primarily to labor and employment matters, business, special education and board matters. The majority of the District’s legal expenses relate to numerous pending and recent matters, primarily with its labor associations, including but not limited to: <ul style="list-style-type: none"> • Legal support for successor collective bargaining negotiations, including mediation and fact-finding • Legal support for COVID-related negotiations • Representation of District in various employment matters including certificated and classified employee discipline hearings, investigations, and related matters and associated costs Representation of District in various administrative hearings including arbitrations and hearings before the Public Employment Relations Board and associated costs	\$2,000,000 General Fund
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FACILITIES

Premier Management Group (PMG) SA23-00116 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/18/22: Project and construction management services for the John F. Kennedy Parking Lot project. PMG was selected for this project from the District’s pool of construction managers qualified through an RFQ process in December 2021.	\$140,670 Measure Q Funds
Premier Management Group (PMG) SA23-00133 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/18/22: Project and construction management services for the John Sloat Playground and Parking Lot project. PMG was selected for this project from the District’s pool of construction managers qualified through an RFQ process in December 2021.	\$139,900 Measure Q Funds

Brailsford & Dunlavey
SA23-00142

7/18/22: Project and construction management services for the Districtwide Intercom/Clock Systems project.

\$472,780
Measure Q
Funds

New Contract:

- Yes
 No

Brailsford & Dunlavey was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.

STUDENT SUPPORT & HEALTH SERVICES

Stanford Youth
Solutions dba
Standard Sierra Youth
& Families

7/1/22 – 6/30/25. The purpose of the MOU is to provide increased access to mental health services and psychoeducational support to students and families in SCUSD schools. In response to the COVID-19 pandemic, SSYAF is able to provide both in-person and tele-health services.

\$0

River Oak Center for
Children

7/1/22 – 6/30/25. The purpose of the MOU is to provide school-based outpatient mental health services to students and families in SCUSD schools. Clinician will work year-round. Clinician will be at school sites as needed or arranged for client needs.

\$0

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Early Learning & Care Dept. Tahoe Elementary Nutrition Services	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p> <p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546.</p>
Items	
Computers (209 each) Chromebooks (67 each) Monitor (75 each) Printers (14 each) Ethernet Switch (17 each) Television (5 each) Microwave (1 each) Modem (1 each) VHS/DVD (1 each) Cameras (8 each) Projector (6 each) Misc. keyboards, cables, mice	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	

Salvage	
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DISPOSAL METHOD

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0272-409 Parkway Play Structures and Paving Repairs

Bids received: June 8, 2022

Recommendation: Award to Lamon Construction

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Lamon Construction	Yuba City, CA	\$1,381,000.00

Bid No: 0350-418, Genevieve Didion Playground

Bids received: June 8, 2022

Recommendation: Award to Lamon Construction

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Lamon Construction	Yuba City, CA	\$1,820,000.00

Bid No: 454-1, Shade Structures at 4 Sites Group 1A

Bids received: June 16, 2022

Recommendation: Award to CORE Construction

Funding Source: ESSER II

BIDDER	BIDDER LOCATION	AMOUNT
CORE Construction	Auburn, CA	\$2,216,148.00

Bid No: 454-2, Shade Structures at 4 Sites Group 1B

Bids received: June 16, 2022
Recommendation: Award to Joe's Landscaping and Concrete
Funding Source: ESSER II

BIDDER	BIDDER LOCATION	AMOUNT
Joe's Landscaping and Concrete	Newman, CA	\$2,216,148.00

Bid No: 455-1, Shade Structures at 4 Sites Group 2A

Bids received: June 16, 2022
Recommendation: Award to Clark & Sullivan Construction
Funding Source: ESSER II

BIDDER	BIDDER LOCATION	AMOUNT
Clark & Sullivan Construction	Roseville, CA	\$2,557,043.00

Bid No: 455-2, Shade Structures at 4 Sites Group 2B

Bids received: June 16, 2022
Recommendation: Award to Clark & Sullivan Construction
Funding Source: ESSER II

BIDDER	BIDDER LOCATION	AMOUNT
Clark & Sullivan Construction	Roseville, CA	\$2,350,387.00

Bid No: 459, Irrigation Controls at Albert Einstein, GWC and HJHS HS

Bids received: June 9, 2022
Recommendation: Award to Saenz Landscaping
Funding Source: ESSER II

BIDDER	BIDDER LOCATION	AMOUNT
Saenz Landscaping	Rancho Cordova, CA	\$309,899.70
Joe's Landscaping and Concrete	Newman, CA	\$495,000

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Kit Carson HVAC

Recommendation: Approve lease-leaseback contract with CORE Construction for preconstruction services of **\$15,000** for this project. Authorize staff to pursue a lease-leaseback contract with CORE Construction for construction services for this project using a fee-based contract with a percentage fee of 4.5%. Once plans are finalized, approved by Division of State Architect and the Guaranteed Maximum Price (GMP) of the project is developed, the construction contract will be submitted to the Board for approval. The cost of construction is currently estimated at \$2,400,000.

Amount/Funding: \$15,000 - ESSER II Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
McGuire and Hester	Hubert Bancroft Playground	11/12/21

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
City of Sacramento
Youth, Parks and Community Enrichment**

The Sacramento City Unified School District (“District”) and the City of Sacramento, Youth, Parks and Community Enrichment (CITY OF SAC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CITY OF SACRAMENTO, YOUTH, PARKS AND COMMUNITY ENRICHMENT to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2022: Sam Brannan Middle School. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CITY OF SACRAMENTO, YOUTH, PARKS AND COMMUNITY ENRICHMENT will work collaboratively with the District to develop, support, coordinate, and implement the **SummerMatters program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All CITY OF SAC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CITY OF SAC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual

(located on SCUSD Youth Development Website);

ii. CITY OF SAC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iv. CITY OF SAC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse CITY OF SAC for direct services not to exceed **\$35,487.98** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Program Dates	Attendance/ Target Days
SummerMatters Program	Sam Brannan Middle	\$35,487.98	June 30 – July 29	80 students/Per day for 21 days
Total Amount		\$35,487.98		

The total amount is for 21 days of programming. All staff should be present at the sites on Monday, June 27 and parent orientations should be held via Zoom. All Summer Matters parents/guardians should be contacted and notified about the acceptance of their students in the program during the week of June 20. All student supplies (other than chrome books and ear buds) for student projects and daily work will be provided by the agency. City of Sacramento, Youth, Parks and Community Enrichment will maintain 10 to 1 students to staff ratio at all times during programming. The students to staff ratio does not include the program manager.

The final installment shall not be invoiced by CITY OF SAC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY OF SAC shall provide documentation of **\$5323.20** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CITY OF SAC and each of CITY OF SAC

employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, CITY OF SAC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. CITY OF SAC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the CITY OF SAC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CITY OF SAC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CITY OF SAC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SAC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CITY OF SAC 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 a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 1, 2022, through July 29. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least fifteen (15) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract 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 is adjudged as 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 Contract 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 Contract, 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.

H. Indemnity. CITY OF SAC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by CITY OF SAC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY OF SAC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. 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, gender identity, sexual orientation, 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.

J. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

K. 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.

L. Assignment. This Agreement is made by and between CITY OF SAC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

M. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SAC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive

the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

N. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

O. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

P. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

Q. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: CITY OF SACRAMENTO, YOUTH, PARKS AND COMMUNITY ENRICHMENT

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____

Email: _____

Phone Number: _____

Sacramento City Unified School District and City of Sacramento, Youth, Parks and Community Enrichment:

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for agency's summer sites that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of CITY OF SACRAMENTO, YOUTH, PARKS AND COMMUNITY ENRICHMENT to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

City of Sacramento, Youth, Parks and Community Enrichment shall:

1. All Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the selected theme.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by CITY OF SAC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records. All attendance must be entered daily in *Infinite Campus*.
7. **CITY OF SAC shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. All field trips will required prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of summer program 7/29/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.

17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the program.
8. Meet weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:

- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 10. Program managers and instructional aids will participate in district offered professional development.
 11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, CITY OF SAC enters this COVID-19 Addendum as CITY OF SAC would be providing services from the school sites:

1. CITY OF SAC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. CITY OF SAC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. CITY OF SAC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

CITY OF SAC: _____

Address: _____

Signature and Title: _____

Work Phone:__

Other Phone:____

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	2021	25220	67439	MC
Attention Mr. Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Funds	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	6385	8590	INDEX	


Name of Grant Program
 California Partnership Academies: California Labor Federation Partnership Project Supplemental 0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$5,469		\$5,469		05/01/2022	06/30/2023
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		

I am pleased to inform you that the Building Trades Academy (0585) at Luther Burbank High School has been funded to participate in the California Partnership Academies: California Labor Federation Partnership Project. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.


Please return the original, signed Grant Award Notification (AO-400) to:

Cindy Rose, Associate Governmental Program Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Maria Burrignt	Job Title Education Programs Consultant,
E-mail Address mburrignt@cde.ca.gov	Telephone 916-319-0460
Signature of the State Superintendent of Public Instruction or Designee 	Date June 27, 2022

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

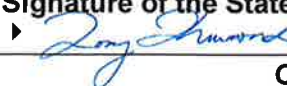

Printed Name of Authorized Agent ROSE RAMOS	Title CBO	RECEIVED
E-mail Address ROSE-fjramos@scusd.edu	Telephone	
Signature 	Date JUL 13 2022	

Grant Award Notification (Continued)

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400.
3. California Partnership Academies: California Labor Federation (CPA/CLF) Partnership Project supplemental grantee is required to only use these funds to support attendance at the CPA Educating for Careers Conference, professional development activities, and/or information technology items and equipment for the operation and maintenance of the CPA at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690–54699. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration and accounting of public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
4. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration and accounting of public school funds.
5. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
6. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - The first 90 percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - The final payment will be processed after receipt of the End-of-Project (EOP) Expenditure Report, which is due after all funds have been expended but no later than 30 days after the end of the grant period. The EOP should include a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a detailed narrative within 45 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grants.
7. At least three key staff members from each CPA are required to attend the Educating for Career Conference to be held February 26–28, 2023, at the SAFE Credit Union Convention Center. These funds can be used for that purpose.
8. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE.

If you have questions regarding the CPA/CLF Partnership Program, please contact Maria Burrignt or Matt Cole, Education Programs Consultants, High School Innovations and Initiatives Office (HSIIO), by email at mburrignt@cde.ca.gov or mcole@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, HSIIO, by email at cpafisal@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				2021	25622	67439	00
Attention Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Grant Funds				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				6332	8590	INDEX	
Name of Grant Program California Community Schools Partnership Program: Implementation Grant						0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$9,500,000	N/A	\$9,500,000	N/A	07/01/2021	06/30/2024	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
N/A	N/A	N/A			N/A		
<p>Sacramento City Unified has been funded for the California Community Schools Partnership Program (CCSPP) Implementation Grant.</p> <p>This award is contingent upon the availability of funds. If the Legislature reduces or defers the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Neda Ismail, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Lisa Reimers				Education Programs Consultant			
E-mail Address					Telephone		
CCSPP@cde.ca.gov					916-322-1762		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					July 14, 2022		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
Rose Ramos				CBO			
E-mail Address					Telephone		
Rose-f-Ramos@scusd.edu					RECEIVED		
Signature					Date		
					JUL 26 2022		

Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. No extensions to this grant will be allowed.
3. The grantee will support the expansion, continuation, or addition of community schools in accordance with the CCSP application that was submitted by the grantee. The purpose of this program is to help build the capacity of local educational agencies (LEAs) to plan, implement, and coordinate community schools. The AO-400 is in accordance with the provisions of California *Education Code (EC)* sections 8900–8902 and the Community Schools Framework. These funds may not supplant current costs. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration and accounting of public school funds, including but not limited to the *EC*.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Scheduled payments of grant funds will be as follows:
 - The first payment: 90 percent of the grant funds for the first program year will be released upon completion and return of the AO-400 and the receipt and approval by the High School Innovations and Initiatives Office (HSIIO) of a community school plan for each new community school, as indicated in the grantee's application, before funds can be released.
 - The second through fifth payment: 90 percent of the grant funds for the current program year and five percent from the previous year's withholding will be released upon the receipt and approval by the HSIIO and/or a Technical Assistance Center (TAC) of the Annual Progress Report, Implementation Plan Update, Sustainability Plan, and Expenditure Report that is due annually no later than June 30, 2023, June 30, 2024, June 30, 2025, and June 30, 2026, before funds can be released.
 - The final payment: the remaining portion thereof of the entire grant budget pending receipt and approval by the HSIIO and/or a TAC of the required End of Project Report and Expenditure Report that is due no later than June 30, 2027, before funds can be released.
6. General Assurances are hereby incorporated by reference. The CDE has agreed to accept the assurances currently provided in the LEAs Consolidated Application. The CDE will verify if the agency has submitted the required certifications and assurances.
7. The grantee agrees to submit all required deliverables no later than the due dates set forth in the RFA. The grantee also agrees to participate in technical assistance activities provided by the CDE, Lead, and Regional TAC(s). Late submissions will delay progress payments. All required reports must be approved by the HSIIO and/or a TAC before progress payments will be made. Failure to submit the required deliverables by the established due dates may jeopardize LEA funding. Late or non-submission of the required deliverables may result in termination of the grant with the CDE and billing for any funds given to the LEA in advance. Failure to submit required deliverables may also jeopardize future eligibility for grant funding.
8. Under the authority of the CDE, if the LEA is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. LEAs with sanctions will receive notification of special conditions. No payments will be released to LEAs with special conditions until the CDE receives written notification from the LEA agreeing to the special conditions.

If there are any questions regarding the CCSP grant requirements, please email CCSP@cde.ca.gov.



INVOICE

Acct #: 18004
#INVUS165143

Accounts Payable
Sacramento City Unif Sch Dist
5735 47Th Ave
Sacramento CA 95824

Start Date: 7/1/2022

Due Date: 7/31/2022

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Business Solutions	7/1/2022	6/30/2023	18004 Sacramento City Unified S D	\$554,207.00	\$554,207.00

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$554,207.00

TOTAL DUE \$554,207.00
by 7/31/2022



R23-00799
Board Approval

**CISCO FLEX PLAN SUBSCRIPTION AGREEMENT:
FLEX EDU 3.0 -12 Months**

**Sacramento City Unified School District
Quote #Q-00063653**



AMS.NET
Technology Solution Provider

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INTRODUCTION

Cloud services offered include: Webex Cloud Calling, Webex Teams, Webex Teams File Storage, Cloud Video Device Registration (*including Webex Board*), Webex Hybrid Services and Webex Meetings.

In an on-premised deployment, Cisco offers: Webex Teams, Webex Teams File Storage, Cloud Video Device Registration, Webex Hybrid Services and Webex Meetings, Cisco Unified Communications Manager, Cisco Unity Connections, Cisco Emergency Responder, Cisco Expressway, Cisco Jabber, Cisco Unified Attendant Consoles, and Common Area Device License.

Please refer to Customer Price Quote and chart below for the features included in your contract.

Cisco Collaboration Flex Plan Features

Features Included in Collaboration Flex	Cloud	On-Premise
Cloud Calling	-	-
Webex Teams	-	-
Webex Meetings	-	-
Webex Teams File Storage	20GB	-
Cloud Video Device Registration	✓	-
Webex Hybrid Services	✓	-
Cisco Unified Communications Manager	-	✓
Cisco Unity Connections	-	✓
Cisco Emergency Responder	-	✓
Cisco Expressway	-	✓
Cisco Jabber	-	✓
Cisco Unified Attendant Consoles	-	With EA
Common Area Device License	-	With EA

Billing Information:

AMS.NET will invoice against the contract once Purchase order is received and processed by AMS.NET. Failure to pay invoices may lead to cancellation of manufacturer subscription and early termination penalty.

SaaS Contract Cost Summary:

Contract Term	1 Year
Billing Term	Prepaid

Monthly Total	\$13,764.00
Annual Total	\$165,168.00
Total	\$165,168.00

Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to Mike Bruington, at mbruington@ams.net. To cancel your subscription at the end of the initial term, please notify Mike Bruington by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.

AMS.NET will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription and early termination penalties may apply. In order to renew the subscription, please email a purchase order for the renewal term to Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term. AMS.NET will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term to avoid cancellation. Customer is subject to early termination fees for the remaining value on the contract if contract is terminated before the contract end date.

Customer Responsibilities:

- Customer must provide minimum 10MB internet connection, with access to Cisco Webex Cloud



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- Customer must allow Cisco Webex traffic through firewall
- Customer must provide hardware/VMWare environment for all on-premise applications
- Customer is responsible for PSTN access
 - Cloud deployments must use one of Cisco Preferred Partners
 - On-premise PSTN access supports SIP, PRI and Analog Integrations
- Customer responsible for updating E911 information
- Customer responsible for proper network configuration to support VoIP including but not limited to: QoS, VLAN, routing, etc.
- Customer responsible for any certificates that may be required

AMS.NET is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items



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Customer Price Quote

Customer

Sacramento City Unified School District
5735 47TH Ave Fl 2
Sacramento CA, 95824-4528 US
ATTN: Bob Lyons

Quote

#Q-00063653

Estimated Contract Start

11/1/2021

Estimated Contract Expiration

6/30/2023

Contract Term

1 Year

Billing Term

Prepaid

Modified

6/23/2022

Account Mgr.

Jared Bayless

AM Phone

(925) 245-6186

AM Email

jbayless@ams.net

Inside Account Mgr.

Mike Bruington

IAM Phone

(925) 245-6165

IAM Email

mbruington@ams.net

Quote Description

FLEX EDU 3.0 -12 Months

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	A-FLEX-EAPL-EDU EntW On-Premises Calling for Education	3100	1 Year	\$4.44	12	\$165,168.00

Order Summary

Monthly Total	\$13,764.00
Total	\$165,168.00



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Sign and return this page to your account manager to accept this proposal for Cisco Flex Plan Subscription.

I, the undersigned ("Customer"), hereby accept this Proposal for SaaS Services(s) as detailed in the quote number Q-00063653. I also agree to the following:

Terms and Conditions

Payment Conditions

Yes, Customer chooses to purchase SaaS services from AMS.NET. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

Term: 1 Year

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Year 1 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
A-FLEX-EAPL-EDU EntW On-Premises Calling for Education	3100	1 Year	\$4.44	12	\$165,168.00

Monthly Total	\$13,764.00
Annual Total	\$165,168.00
Total	\$165,168.00



This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by AMS.NET, Inc. Signature _____ Name _____ Title _____ Date _____	Acknowledged and Agreed Sacramento City Unified School District Signature _____ Name _____ Title _____ Date _____
---	--

Payment Terms and Conditions:

1. AMS.NET will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.
2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.
3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.
4. The laws of the State of California will apply to this sale.
5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.
6. Early Terminate Fee (ETF): Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date. AMS will deduct contract total minus total paid by customer to calculate value of the ETF. ETF Payment terms are subject to same payment terms listed above.
7. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud



AMS.NET

Technology Solution Provider

Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (15) days of Your purchase.

8. AMS.NET will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription and early termination penalties may apply. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to Mike Bruington at mbruington@ams.net, within 45-days of the end of the initial term. AMS.NET will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term to avoid cancellation. Customer is subject to early termination fees for the remaining value on the contract if contract is terminated before the contract end date.

AMS.NET Tax ID: 94-3291626
C7 License: 763508



Offer Description: Cisco Collaboration Flex Plan

This Offer Description (the “**Offer Description**”) describes Cisco Collaboration Flex Plan. Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (or similar terms existing between You and Cisco) (the “**Agreement**”). Capitalized terms used in this Offer Description and not otherwise defined herein have the meaning given to them in the Agreement.

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1. Description

1.1. Cisco Collaboration Flex Plan

A Cisco Collaboration Flex Plan subscription allows You to flexibly deploy various Cisco Technology for Cisco-hosted, on-premises or partner-hosted deployments. Cloud Services offered in the plan include: Webex Meetings, Webex Calling, Webex Calling (formerly Cisco Spark Call), Webex Calling for SP, Unified Communications Manager Cloud, Webex app, Cisco FedRAMP Webex Meetings, and Unified Communications Manager Cloud for Government. In an on-premises or partner-hosted deployment, Cisco may offer the following Software: Cisco Meeting Server, Cisco Unified Communications Manager, and HCS.

Note that when You choose an on-premises or partner-hosted deployment, You will also receive Webex app (a Cloud Service).

The Cisco Technology may be available under one or more of the following license models: Named User (customer is obligated to pay per user); Active User (customer is obligated to pay for actual usage); Enterprise Agreement (customer is obligated to pay for enterprise-wide use); or Shared Meetings (customer is obligated to pre-purchase a fixed number of meetings). Each license model is further described in Section 2 below and reflected on the order You place with Your Approved Source. This Offer Description also applies to the Cisco Collaboration Spark Flex Plan, as well as all versions of the Cisco Collaboration Flex Plan offer.

1.2. Cisco Collaboration Flex Plan for Education

The Cisco Technology is offered to education Users, as described in Exhibit A.

1.3. Cisco Collaboration Flex Plan for Public Sector and FedRAMP

The Cisco Technology is offered to public sector Users, including FedRAMP Users, as described in Exhibit B.

1.4. Cisco Webex Assist

Cisco offers the Webex Assist Services to Webex Meetings Users, as described in Exhibit C.

1.5. Extended Security Pack

The Extended Security Pack includes access to Cloudlock for Webex. Please see the [Cloudlock Offer Description](#) for information related to Cloudlock.

2. License Model Terms

2.1. Named User

Your payment obligation and right to use the Cisco Technology is based on the number of Named Users on Your order, regardless of usage. A **“Named User”** is an employee or contractor given access to the Cloud Services and Software. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

2.2. Active User

The Active User license model provides your entire organization with access to Flex Plan Meetings. Your payment obligation is based on a minimum quantity of Active Users (**“AU Minimum”**) that may increase during the Usage Term as Your organization grows or Your usage of Meetings increases. Your initial total Meetings Entitlement is determined by the number of Knowledge Workers on your initial order. Your order must reflect at least 250 Knowledge Workers for You to be eligible to participate in the Active User license model.

At the beginning of the Usage Term, Your AU Minimum will be the greater of: 40 Active Users or 15% of Your Knowledge Workers (unless You are migrating from an existing subscription, in which case You will retain the number of Active Users on the order associated with Your existing subscription). Each Active User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor.

Each annual Renewal Term, Cisco will measure your usage by calculating two meters: 1) Your Average Active Users; and 2) 15% of Your Deployed Knowledge Workers. This process is called a **“True Forward”**. If either meter is found to be greater than Your AU Minimum, Your AU Minimum will be increased to the greater of those two meters, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Renewal Term. A True Forward will never result in a reduction of Your Active User count. The defined terms used in this Section 2.2 mean the following:

“Knowledge Workers” means Your employees and contractors who use computing or communications devices capable of running the Cisco Technology as part of their duties performed on Your behalf.

“Deployed Knowledge Worker” means a Knowledge Worker who has a profile configured within the installed Cisco Technology provisioning platform and associates that profile with the applicable desk phone, any Jabber client, any Webex app client, mobile phone, video Device, or personal computing Device, as applicable.

“Active User” means a Knowledge Worker who accesses the Cisco Technology and hosts at least one Meeting.

“Average Active Users”, the average number of Active Users per month in months nine, ten, and 11 of the preceding year.

“Meeting” is a meeting initiated: (a) in Webex Meetings, Webex app, or Cisco Meeting Server; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex app, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex app one-on-one space is not included as a Meeting.

2.3. Enterprise Agreement

The Collab Flex enterprise agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which require Your acknowledgment when You place Your order.

2.4. Shared Meetings

Your payment obligation and right to use the Cisco Technology is based on the Concurrent Meetings Cap on Your order. The **“Concurrent Meetings Cap”** is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously. You may host an unlimited number of meetings during Your Usage Term, provided that You do not exceed the Concurrent Meetings Cap. If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process in this Section 2.4. You must purchase a Concurrent Meetings Cap of at least one but no more than 25 combined cloud and on-premises meetings. No more than 250 of Your employees may be given access to Your cloud meetings.

A **“True Forward”** under this Section 2.4 is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your order. **“Peak Concurrent Meetings”** means the greatest number of meetings hosted simultaneously during the previous quarter of the Usage Term. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your Usage Term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your Usage Term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will never result in a reduction of Your Concurrent Meetings Cap.

3. Supplemental Terms and Conditions

3.1. Term

The initial term starts on the earlier of (a) the date the Software is made available for download or installation; or (b)(1) 30 days from the date Cisco notifies You that any portion of the Cloud Service is ready for You to start provisioning; or (b)(2) the date any portion of the Cloud Service has been provisioned, and lasts for the Usage Term.

3.2. Restrictions on Use by Minor Children

The Cloud Service is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g. 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (**“Minor Children”**). Minor Children are not permitted to create an account to use the Cloud Service, and You will not authorize Minor Children to access the Cloud Service.

3.3. Geographic Terms and Restrictions

In accordance with global telecommunications law and regulations, the Cloud Service is currently available in the countries listed [here](#). If the Cloud Service is not available in a country, purchases will be restricted.

If You access the Cloud Service in Pakistan using integrated VoIP, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

3.4. PSTN Requirement and Emergency Response Disclaimer

a. PSTN Requirement

In order to use Webex Calling, Webex Calling (formerly Cisco Spark Call), Webex Calling for SP or Unified Communication Manager Cloud for Government, You must purchase a PSTN local, long-distance, emergency dialing, and direct-inward-dial service from either (1) a Cisco-approved third-party service provider or (2) from Cisco as part of the Cisco Calling Plan, to be combined with the Cloud Service.

Once You have deployed the Cloud Service combined with PSTN from either a Cisco-approved service provider or from Cisco, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. In some jurisdictions, this may be limited to Your company address, regardless of Your Users' calling device, line, and location, unless they are directly provisioned and registered to the Cloud Service using their private address.

If You obtain PSTN service from Cisco via the Cisco Calling Plan, You are responsible for ensuring the collection of an emergency response location for all Users with PSTN connectivity at the time of service initiation and for informing Your Users of Cisco's Emergency Calling Notification and Limitations on Use policies (located in Exhibit D). You are also responsible for informing Your Users (including remote workers) of the need to update their emergency response location if the User's location changes or the User relocates the equipment used to access the Cisco-provided PSTN service. Please note that Cisco's [Numbering Policy](#) applies to Your Cisco Calling Plan.

b. Emergency Response Disclaimer

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS MAY BE LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR AUTHORIZED USERS TO ALWAYS PROVIDE THEIR CURRENT LOCATION WHEN CALLING EMERGENCY SERVICES. IF YOUR BROADBAND CONNECTION, PSTN SERVICE, OR ELECTRICAL POWER FAILS OR IS TEMPORARILY SUSPENDED OR INTERRUPTED, OR ANY OTHER ISSUE INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CLOUD SERVICE (INCLUDING EMERGENCY CALLS) WILL ALSO FAIL. CISCO WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM FAILURE OF YOUR NETWORK CONNECTIVITY.

c. PSTN Disclaimer

When Cisco includes dial-in numbers (toll and/or toll-free) and call back features in connection with Webex Meetings offers, Cisco in some cases does not operate the underlying telecommunications facilities itself. In those cases, Cisco obtains these capabilities from authorized operators at the wholesale level and, Cisco is therefore reliant on the underlying authorized operator in connection with PSTN-related regulatory compliance.

d. Limitation of liability

The availability of certain features, such as transmission of an emergency response location or Your or Your User's telephone number, depends on factors outside of Cisco's control, including whether local emergency response centers support those features. Cisco disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by You to facilitate emergency response location or other address updates, and all other third parties involved in the provision of emergency response services. As permitted by applicable law, You hereby release, discharge, and hold harmless Cisco (including its directors, officers, employees, contractors, licensors, and agents) from and against any liability relating to or arising from (1) any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call, (2) Your inability to use a Cisco-provided PSTN service to contact emergency services, or (3) Your failure to make additional arrangements to access emergency services.

3.5. Cisco Webex Hybrid Services

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex (“**Hybrid Software**”). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your Users and Authorized Third Parties. You will replace or patch Hybrid Software as new releases become available. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction. Cisco recommends that You: (i) have an information security program that complies with generally applicable data privacy and security laws and regulations and is appropriate to the nature and scope of Your activities and services; (ii) conduct routine risk assessments of Your (or Your subcontractor’s) information security program; (iii) regularly employ a current version of industry leading virus and malware protection software; and (iv) otherwise follow industry best practices to protect Your network environment.

Some countries may consider operation of the Hybrid Software a regulated activity. You represent and warrant that You have obtained all requisite authority to operate the Hybrid Software. You agree that You will operate the Hybrid Software only in those countries where the Cloud Service is available and unrestricted as set forth in Section 3 above.

You agree that Cisco is not responsible for any and all loss, damages, liabilities, settlement, costs, and expenses (including legal expenses and the expenses of other professionals) incurred by You or any other party, resulting from Your breach or failure to follow the recommendations in this Section.

4. Data Protection

The applicable [Privacy Data Sheets](#) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You. For further detail on how Cisco processes, uses and protects all categories of data, please visit [Cisco’s Security and Trust Center](#).

Accounts for Personal Use

If You create an account to use to the Cloud Service for personal use, Your employer’s policies will not apply to the data that You share while using the Cloud Service. However, if You use Your employer-issued email address and Your employer later purchases the Cloud Service from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cloud Service for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer’s policies.

5. Support & Maintenance

The Cloud Service and Software include basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is being provided by Cisco, Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Cisco will respond to a submitted case no later than the next business day during standard business hours.

Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Cisco will respond within one (1) hour for Severity 1 and 2 calls received. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor, and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

The below table outlines Cisco's response objectives for submitted cases based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section 5:

Response Time means the time between case submission in the case management system to support engineer contact.

Severity 1 means the Cloud Service or Software is unavailable or down or there is a critical impact to a significant impact to Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means the Cloud Service or Software is degraded or significant aspects of Your business operation are negatively impacted by unacceptable software performance. You and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means the Cloud Service or Software is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

Severity 4 means minor intermittent functionality or performance issue, or information is required on the Cloud Service or Software. There is little or no impact to Your business operation. You and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

Business Day means the generally accepted days of operation per week within the relevant region where the support will be performed, excluding local holidays as observed by Cisco.

Local Time means Central European Time for support provided in Europe, Middle East and Africa, Australia's Eastern Standard Time for support provided in Australia, Japan's Standard Time for support provided in Japan, and Pacific Standard Time for support provided in all other locations.

Standard Business Hours means 8am to 5pm Local Time (relative to the location of the Cisco TAC) on Business Days.

Exhibit A: Offer Description Supplement for Education Users

Supplemental Terms and Conditions

The following paragraphs are included at the end of Section 3 of the Offer Description:

Education Users

Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy.

Obligations with Respect to Minor Children

As between You and Cisco:

You are solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by You and Cisco in connection with the delivery of the Cloud Service;

You will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

You will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.

Exhibit B: Offer Description Supplement for Public Sector or Collaboration Flex Plan for FedRAMP

1. Supplemental License Model Terms

The first sentence of the second paragraph of Section 2.2 (Active User) in the Offer Description is replaced with the following for purposes of this Supplement:

Your order must reflect at least 250 Knowledge Workers and the greater of the following number of Active Users: (c) 40 Active Users; (d) 10% of Your Knowledge Workers; or (e) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription.

2. Supplemental Terms and Conditions

The following paragraphs are inserted at the end of Section 3 of the Offer Description:

2.1. FedRAMP-Authorized Cloud Services

Both Webex Meetings FedRAMP-Authorized and Unified Communication Manager Cloud for Government, have been certified by the Federal Risk and Authorization Management Program ("FedRAMP"). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If You have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized.

2.2. Disclaimer of Cisco's Liability Related to PSTN Traffic

When connecting to the Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible and Cisco disclaims all liability for any such harm.

Exhibit C: Offer Description Supplement for Webex Assist

Supplemental Description

The following paragraph is inserted at the end of Section 1.4 of the Offer Description as pertains to Webex Assist:

Cisco Webex Assist Services provide services through an assigned Cisco resource to assist in the use of Cloud Services to conduct Webex meetings, trainings and events. Cisco Webex Assist Services include Event Assist or Lifecycle Assist. Customer's personnel must be available during the course of the Services. Each service is further described in the order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until Cisco Webex Assist sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Your Users together with any applicable cancellation fees.

Exhibit D: Cisco Calling Plans Policies

1. Emergency Calling Policy

Emergency calling from Your Cisco VoIP service operates differently than traditional emergency calling services. Cisco VoIP services allow You to make or receive telephone calls over the Internet to or from the public switched telephone network. Though VoIP services are similar to traditional telephone services, the nature of VoIP services creates unique limitations and circumstances for emergency calling.

1.1. Registered Location

Because a VoIP call can be made anywhere a User has an Internet connection, the caller's telephone number will not necessarily correspond with the caller's physical location. All customers must therefore provide Cisco with a "Registered Location" for each User when VoIP service is set up. The "Registered Location" is the street address where the Users will be using the VoIP service.

If You or Your Users move the equipment used to make VoIP calls to a new location, You or Your Users must immediately update the Registered Location with the new physical location of the device in YourControl Hub. If the Registered Location is not updated, any emergency calls made from the device may be sent to the wrong emergency response center and will transmit incorrect location information to emergency responders, delaying emergency assistance to Your Users. Customers with multiple Users are responsible for ensuring that an accurate and up-to-date Registered Location is maintained for each User, and that their Users are aware of how the Registered Location can be changed. There may be a delay in making the updated Registered Location available for routing and to emergency call centers.

You are responsible for notifying, and You agree to notify, any User or potential Users of Your VoIP services of the nature and limitations of emergency calls on the VoIP services described in this Policy.

1.2. Emergency Call Routing

Emergency calls through Your VoIP service will be handled differently than traditional phone service. When Your Users make an emergency call, Cisco and/or a third party service provider will attempt to automatically route Your User's call to the emergency call center corresponding to the Registered Location on Your or Your User's account. If Your User's call cannot be routed to the designated emergency call center, the call will be routed to a specialized call center. Your User may be required to provide a name, address, and telephone number to the specialized call center.

Cisco will attempt to automatically provide the emergency call center dispatcher or emergency service operator with the name, Registered Location and telephone number associated with Your or Your User's account. It is possible that the dispatcher receiving the call may not be able to capture or retain this information. Therefore, when making an emergency call, callers should always immediately inform the dispatcher of their location (or the location of the emergency, if different). If callers are unable to speak, the dispatcher may not be able to locate You if Your location information is not up to date.

Callers should remain on any emergency call until told to disconnect by the dispatcher, as the dispatcher may not have the caller's number or contact information. If a caller is inadvertently disconnected, the caller should call back immediately.

For technical reasons, including network congestion, it is possible that an emergency call will produce a busy signal or will take longer to connect when compared with traditional emergency calls.

1.3. Service Limitations

Emergency calling from Your VoIP service will not work in certain circumstances:

- If the equipment You or Your Users use to make VoIP calls fails or is not configured correctly;

- If You or Your Users are experiencing a power outage or an outage, suspension or disconnection of Your Internet service;
- If Your Cisco VoIP service has been terminated or suspended.

If You or Your Users are not comfortable with the limitations of emergency calls made using a VoIP service, Cisco recommends that You or Your Users consider an alternate means for accessing traditional emergency calling services.

1.4. Liability

We invite You to carefully review the limitations of liability included in the Offer Description with respect to Cisco's liability for emergency calling services.

2. Limitation on Use of Cisco Calling Plans

This policy on the limitations of use of Cisco Calling Plan ("Cisco VOIP") services covers all uses of Cisco VoIP services, including the use of any device, system, network, or account in connection with the services. It supplements the End User License Agreement, Offer Descriptions, terms of service, or other contracting documents for the provision and use of Cisco VoIP services. If You or Your Users violate any terms of this policy, Cisco may, in its sole discretion, immediately and without notice, terminate Your account, suspend or terminate access, or take any other appropriate action. Cisco may also, in its sole discretion, change this Limitations on Use policy from time to time, with such changes being effective upon posting at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#offer-descriptions>.

Cisco VOIP services may be used only for lawful, proper, and appropriate purposes. You shall not use Cisco VoIP services to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use Cisco VoIP services to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use Cisco VoIP services to engage in any prohibited activities including:

- Activity that is illegal or that promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libelous, malicious, deceptive, or fraudulent behavior
- Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted
- Misrepresentations as to identity or affiliation with any entity or organization
- Activity that threatens, exploits, or otherwise harms minors or that facilitates or supports human trafficking or terrorism
- Violating or infringing any intellectual property or proprietary rights of Cisco or others
- Unauthorized messages, advertising, or spam, including:
 - Posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
 - Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters
 - Relaying email in an anonymous fashion or forging any TCP-IP packet header
 - Mailbombing, flooding, overloading, attacking, or otherwise interfering with a system or network
 - Sending unsolicited calls, messaging, or e-mailings (including without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
- Harvesting, collecting, or gathering user data without consent
- Activity that is harmful or disruptive to Cisco VoIP services
- Attempting to circumvent restrictions on access, usage, or security of Cisco VoIP services
- Bulk call-in lines and auto-dialing or "predictive" dialing
- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers/destinations for the purpose of

- generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
- Use of call Services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
 - Sell, reselling, subleasing, assigning, licensing, or sublicensing Cisco VoIP services or any component thereof or using or offering the same on a service-bureau or time-sharing basis
 - Using the Cisco VOIP services in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)
 - Without permission from the owner of a system or network, doing any of the following:
 - accessing the system or network,
 - monitoring data or traffic,
 - probing, scanning, and/or testing firewalls,
 - testing the vulnerability of a system or network or
 - breaching or bypassing any security or authentication routines of a system or network
 - Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)
 - Use of an open telephone line as a monitoring, intercom, or similar service



Jun 15, 2022

Sacramento City Unified School District Service-Level Agreement Program (SLA)

This agreement provides the Sacramento City Unified School District with the services listed below for the period of twelve months: July 1, 2022 - June 30, 2023.

Websites covered by this agreement

SCUSD District Website

The Sacramento City Unified School District primary website is currently utilizing the Digital Deployment CMS and is covered under this agreement: www.scusd.org

Individual Schools Websites

In addition to services for the District's primary website, this agreement calls for up to eighty (80) additional schools websites. Additional websites beyond a total of 80 may be added without additional charge by Digital Deployment depending on the District's needs. The following seventy nine (79) schools are currently utilizing the Digital Deployment CMS and are covered under this agreement:

California Middle School	Matsuyama Elementary School
Cesar E. Chavez Intermediate School	Nicholas Elementary School
Isador Cohen Elementary	West Campus High School
John F. Kennedy High School	Will C. Wood Middle School
William Land Elementary	Family Academy
Martin Luther King, Jr. K-8	H.W. Harkness Elementary School
A.M. Winn Elementary School	John Cabrillo Elementary School
Edward Kemble Elementary	Oak Ridge Elementary School
Genevieve Didion K-8	Rosa Parks Middle School
Hollywood Park Elementary School	Arthur A. Benjamin Health Professions High School
John Still Middle School	C.K. McClatchy High School
Mark Hopkins Elementary School	Earl Warren Elementary School
Peter Burnett Elementary School	Bowling Green - Chacon Language and Science Academy

Sequoia Elementary School	Sutterville Elementary School
Sacramento Pathway to Success	James Marshall Elementary School
Abraham Lincoln Elementary School	Youth Development Support Services
Bowling Green Charter McCoy Academy	Luther Burbank High School
Camellia Basic Elementary School	WorkAbility
Caroline Wenzel Elementary School	Sam Brannan Middle School
John D. Sloat Basic Elementary School	David Lubin Elementary School
Maple Elementary School	Albert Einstein Middle School
O.W. Erlewine Elementary School	Charles A. Jones Career & Education Center
Pacific Elementary School	Elder Creek Elementary School
Tahoe Elementary School	Fern Bacon Middle School
Washington Elementary School	SUCCESS Academy
Woodbine Elementary School	Susan B. Anthony Elementary School
Clayton B. Wire Elementary School	Caleb Greenwood Elementary School
Ethel I. Baker Elementary School	Sutter Middle School
Ethel Phillips Elementary School	Pony Express Elementary School
Golden Empire Elementary School	Parkway Elementary
Hubert H. Bancroft Elementary School	John Bidwell Elementary School
John Morse Therapeutic Center	Rosemont High School
Joseph Bonnheim Elementary School	Sacramento New Technology High School
Kit Carson Middle School	SCUSD School - Leataata Floyd Elementary
Mark Twain Elementary School	Crocker/Riverside Elementary
Edward Kemble Elementary	Fern Bacon Middle School
Leonardo De Vinci K-8 School	Theodore Judah Elementary School
HISP	Father Keith B Kenny Elementary School
SCUSD Curriculum & Instruction Pro	Labor Negotiations
Learning	Local Control and Accountability Plan (LCAP)

The Service-Level Agreement Program (SLA)

Digital Deployment is committed to quality, standardization, collaboration, and reliability. We are proud to offer a Service-Level Agreement program (SLA) that delivers support in a way that is consistent with these values.

Our SLA program provides timely responses to support requests, ongoing quality assurance, workshops for ongoing education, highly-available hosting, and routine upgrades that provide new content management features and keep your website performing well for site visitors. It also offers several truly different advantages over traditional hourly bill-for-service agreements:

- An all-inclusive program at a flat rate

- A warranty for issues that may arise with the website, creating a financial incentive for Digital Deployment to build an error-free product. (Compare this to other models which charge to repair problems and resolve issues.)
- Includes continuous development of new features and functionality, ensuring that a Digital Deployment website will not be technologically obsolete in a few years
- Website is continually upgraded with the latest security updates
- Includes ongoing workshops and an interactive knowledge base to better leverage the site's technology and website best-practices
- Automatic enrollment

At the completion of Phase 5, each client is automatically enrolled in the SLA program. Clients are then billed at the beginning of the next month a fixed monthly fee, and may cancel at anytime.

What's included in the Service Level Agreement program?

- **Site hosting:** Hosting and monitoring of your site, ensuring fast page load times, site stability and 99.9% uptime.
- **Regular backups and restoration service:** All site content (both application and data) backed up at least once every 24 hours and held for 7 days, enabling "rollback" in the event of corruption or damage to the site.
- **Service-level support responses:** Provides timely responses to support requests within predefined time periods.
- **Site upgrades:** Bug fixes, Drupal security patches, and routine updates to your site.
- **New features:** Install new platform-wide features and improve existing features on a monthly update schedule.
- **Idea forum:** Forum where clients can discuss ideas and collaborate with our developers and product design team for new features or improvements to the CMS. Digital Deployment continuously evaluates discussions of new features and improvements, and may develop those that benefit the larger community of clients like you.
- **Mobile platform:** Full mobile functionality for your site - learn more at www.digitaldeployment.com/mobile.
- **Compatibility testing and browser support:** Includes required theme adjustments to accommodate new browsers if necessary.
- **Site effectiveness and traffic analytics:** Allows the tracking of site performance and goals.
- **Personalized training and/or consulting:** One 2-hour session per quarter included, additional available for a fee.

Site hosting. Digital Deployment will provide hosting services for your website at no cost. You can request a backup file of your site at any time, which can be used to upload to a new hosting provider. Our monitoring services ensure fast page load times, site stability and 99.9% site uptime (as measured over any 12-month period) for all SLA clients.

Daily backups. All site content (both application and data) is backed up each day and held for 7 days, enabling a fast "rollback" in the event of corruption or serious damage to the site.

Service-level support agreement. Support is defined as getting timely help resolving a problem with normal site operation, including, but not limited to, problems adding content to the site, site errors or warning messages, or any feature that has suddenly stopped working. Problems are reported to Digital Deployment through the client support interface so they are documented and can be quickly assigned to a support technician. Support requests are stored electronically so they are available to any designated person in the organization for later reference. SLA clients will receive a response within our SLA guidelines based upon the priority level of each submitted ticket.

Site upgrades. Digital Deployment will install updates to the content management system when appropriate. Exceptions include custom modules, third-party scripts, or modules no longer supported by the open-source community, although such exceptions are rare.

Standard features. Digital Deployment will install new platform-wide standard features and improve existing features at its discretion, on a monthly development cycle. After a new feature has been standardized and thoroughly tested, it will be added to your site at no charge.

Idea Forum. Clients have the ability to request new features or improvements to their sites in our forum. This allows the entire Digital Deployment community to collaborate on the best way to implement new functionality that will benefit multiple clients. SLA clients receive free implementation of the suggestion/feature if it becomes standard.

Mobile platform. The completely custom DD Mobile platform is available only as a service, and only to SLA customers. Clients not on an SLA will still have a website that functions on mobile devices, but they will not have the use of the mobile-enhanced version.

Post-launch accessibility, compatibility, and browser support. Digital Deployment strives to continuously improve the site's structure to better comply with web standards. Upon request, Digital Deployment will provide printed certification from the World Wide Web Consortium (W3C) and content quality.com demonstrating that Client's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web Access Initiative to protect the Client from liability arising from having an inaccessible website. Example of accessibility, compatibility, and browser support issues: When the iPad was released in April 2010, it handled embedded video differently than other devices, such that videos would not play. Digital Deployment worked to resolve the issue at no cost to SLA clients, making uploaded video playable on the iPad a standard feature.

Site effectiveness and traffic analytics. The Client's website will give the Client the ability to create and organize content in such a way to improve search engine rankings, and make content on the site more relevant to search terms likely to be used by potential site visitors in search engine queries. Specifically, the Client's website gives Client the ability to create and manage specific language used by search engines to index and rank website content, including visible and invisible "tags" such as keywords and meta-tags (non-visible index terms). This will enable major Internet search engines to better connect potential site visitors to material on the Client's website. Digital Deployment will update the Google Analytics tracking script on all pages if a new version becomes available, will provide training on how to

use Google Analytics for monitoring site traffic to improve understanding of site visitors and their behavior on the Client's website (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines). Digital Deployment will also provide ongoing improvements to the website architecture to optimize for traffic to the site in an effort to improve the site's search rank. This means ensuring the site adheres to best practices: keyword-rich page titles and paths, compliance with web standards, and continually making under-the-hood improvements to the semantic structure of the site.

Ongoing training and knowledge base. Digital Deployment may provide comprehensive in-depth professional development courses and/or webinars on specialized topics including, but not limited to: jumpstart training, content management 101, mobile platform training, publishing best practices, writing for search engine performance, Google Analytics, intro to social media and web 2.0 channels. Workshops are available on a first-come, first-serve basis when offered. Digital Deployment will also provide SLA clients with access to its knowledge base, including frequently updated articles, expert tips and tricks, in-depth help, and industry best-practices.

Personalized training and/or consulting. For a fee, additional training and/or consulting is available as online or in-person sessions on any web-related topic relevant to the attendees, depending on the topic, presenter(s), and is subject to Digital Deployment staff availability. Clients must be actively enrolled in a SLA in order to qualify for personalized training or consulting.

Liability. By enrolling in our SLA program, the Client accepts responsibility for the content it publishes on its website and agrees to monitor the site to ensure the content on the site is appropriate and does not pose a risk to the Client. In return, Digital Deployment accepts responsibility for maintaining the website infrastructure and will take reasonable measures to ensure that installed software is kept current, that security patches are applied in a timely manner, and that any problems with the website infrastructure are quickly resolved.

SLA program subject to change. The details of Digital Deployment's SLA program are subject to change. Up-to-date program details are always available at <http://www.digitaldeployment.com/sla>.

Reporting

Each monthly invoice will provide the following information:

- A complete list of all the individual schools currently covered by this agreement
 - School name
 - Sandbox URL
 - Live URL
 - DNS hosted by
 - SCUSD site ID
 - Full site ID
 - CNAME

- All relevant updates to the SCUSD CMS platform

Termination and Reinstatement of SLA

Clients who wish to terminate their SLA may do so at anytime with no cancellation fee. If the SLA is terminated, only website hosting will be provided. Services would therefore be limited to the following options, *available exclusively by using the contact form at <http://www.digitaldeployment.com/contact>*

- Receiving hosting-related information
- Requesting SLA reinstatement
- The ability to request new features or improvements to their sites. However, non-SLA sites will not be able to receive the new feature or improvement unless they become an SLA site and the improvement becomes standard.

Note that all other aspects of the program, including the mobile platform (which is provided as a service), will not be available if the SLA program is terminated.

Security updates and other updates are not available for hosting only clients and responses to the inquiries mentioned above can be expected by the end of business on the next business day.

Clients who have terminated their SLA and wish to reinstate the program may be subject to a reinstatement fee to cover the development time required to bring their site back up-to-date.

Sustainability and Corporate Social Responsibility. By contracting with Digital Deployment, you are supporting a privately-owned, debt-free small business. We support many of our community's non-profit organizations. We provide living salaries, family-friendly hours, and comprehensive health benefits to all our employees; use energy-efficient and environmentally-friendly technology; and we contribute to the open-source community. Thank you for your support.

Service Agreement

I wish to execute this website Service Level Agreement between Digital Deployment, Inc., and Sacramento City Unified School District to provide the deliverables outlined in this document for a monthly fee of \$8,000.

Sacramento City Unified School District

Date

Mac Clemmens

June 15, 2022

Michael A. Clemmens, CEO
Digital Deployment, Inc.

Date

Infinite Campus
 NW 6022
 PO Box 1450
 Minneapolis MN 55485-1450

Invoice	ANNUAL037772
Date	7/1/2022
Page	1

**R23-00804 - Board
 Approval required.**

Bill To:

Sacramento City Unified School District
 Attn: Accounts Payable
 5735 47th Avenue
 Sacramento CA 95824

Ship To:

Sacramento City Unified School District
 Attn: Accounts Payable
 5735 47th Avenue
 Sacramento CA 95824

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
-		SACRAMEN001		EMAIL INVOICES	DELIVERY	Due on July 1st	7/1/2022	0
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price	
39,711	39,711	0	0027	License: SIS (7/22-6/23)	\$0.00	\$6.00	\$238,266.00	
39,711	39,711	0	0029	License: Messenger (7/22-6/23)	\$0.00	\$0.63	\$25,017.93	
1	1	0	0102	License: Campus Learning - District (7/22-6/23)	\$0.00	\$50,000.00	\$50,000.00	
39,711	39,711	0	0052	Support: SIS (7/22-6/23)	\$0.00	\$1.20	\$47,653.20	
39,711	39,711	0	0054	Support: Messenger (7/22-6/23)	\$0.00	\$0.19	\$7,545.09	
39,711	39,711	0	0015	Cloud Choice Application Hosting: (7/22-6/23)	\$0.00	\$1.00	\$39,711.00	
1	1	0	0079	Application Hosting: Data Warehouse Virtual Server (7/22-6/23)	\$0.00	\$3,200.00	\$3,200.00	
39,711	39,711	0	0005	Data Change Tracker (7/22-6/23)	\$0.00	\$0.15	\$5,956.65	
1	1	0	0004	Custom Hosting: DbPull (7/22-6/23)	\$0.00	\$1,000.00	\$1,000.00	
1	1	0	0004	Custom Hosting: PicPush (7/22-6/23)	\$0.00	\$600.00	\$600.00	
1	1	0	0105	Campus Analytics (7/22-6/23)	\$0.00	\$50,000.00	\$50,000.00	
1	1	0	125	Online Registration Prime: (7/22-6/23)	\$0.00	\$37,500.00	\$37,500.00	
1	1	0	115	Multi-Language Editor Tool (7/22-6/23)	\$0.00	\$1,500.00	\$1,500.00	
1	1	0	0061	Escrow (7/22-6/23)	\$0.00	\$500.00	\$500.00	
133	133	0	0115	Telecom Annual Fee: Messenger (8/22-6/23)	\$0.00	\$316.25	\$42,061.25	
1.00	1.00	0.00	100	Custom Reports Annual Fee: Foster Focus Extracts- Case 367594 (7/22-6/23)	\$0.00	\$325.00	\$325.00	

Subtotal	\$550,836.12
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$550,836.12

Infinite Campus is now collecting Shoutpoint fees on their behalf so customers only have to pay Infinite Campus for Messenger. This has been added to the invoice as Telecom Annual Fee.

KOGNITO LICENSING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between Kognito Solutions, LLC ("Kognito") a Delaware limited liability company located at 25 Mall Street, 6th Floor, Burlington, MA 01803 ("Kognito") and Sacramento City Unified School District located at 5735 47th Avenue, Sacramento, CA 95824 ("Licensee") (Kognito and Client, each a "Party" and collectively, the "Parties"). This Agreement is effective as of the later of the dates beneath the Parties' signatures below (the "Effective Date").

1 **Definitions**

- 1.1 "END USER" means an individual or entity who is an authorized and licensed end user of the Kognito Service pursuant to this Agreement. Please see Exhibit B for more detailed information on End Users.
- 1.2 "FEE(S)" means amounts due and payable by Licensee to Kognito under this Agreement.
- 1.3 "INTELLECTUAL PROPERTY RIGHT" means all worldwide right, title and interest in, to and under any and all: (a) United States or foreign patents and pending patent applications therefore, including the right to file new and additional patent applications based thereon, including provisionals, divisionals, continuations, continuations-in-part, reissues and reexaminations; (b) copyrights; and (c) trade secrets, know-how, processes, methods, engineering data and technical information.
- 1.4 "KOGNITO COURSEWARE" means the Kognito proprietary content, materials and curriculum powered by the Kognito Proprietary Platform as outlined in Exhibit A and licensed hereunder by Licensee.
- 1.5 "KOGNITO ENHANCED PROFESSIONAL SERVICES" means any additional services performed by Kognito as specified in Exhibit A attached hereto."
- 1.6 "KOGNITO PROPRIETARY PLATFORM" means all computer software programs, applications, code and databases, and other materials and technology owned by or developed by or on behalf of Kognito as of the date of this Agreement and during the Term hereof comprising and/or related to the Kognito Service and all related software and technology, and all Upgrades, Specifications and documentation related thereto, and any part or portion thereof. Kognito Proprietary Platform also includes licensed third-Party software by Kognito and expressly excludes unlicensed third party software, data or public domain materials.
- 1.7 "KOGNITO SERVICE(S)" means the Kognito service of making available to Licensee and its End Users the Kognito Courseware using the Kognito Proprietary Platform, and any other Kognito Professional Services specified in Exhibit A attached hereto.
- 1.8 "SPECIFICATIONS" means the specifications, instructions and technical documentation concerning the proper access and use of the Kognito Service.
- 1.9 "TERRITORY" means the licensed territory identified in Exhibit B
- 1.10 "UPGRADE" and "UPGRADES" means one or more derivative works, upgrades, updates, routine maintenance updates, synchronizations, customizations, enhancements, error corrections, new versions, new releases, bug fixes, patches and other modifications to the Kognito Courseware or the Kognito Proprietary Platform.

2 **License Grant, Service Description and Restrictions**

- 2.1 LICENSE GRANT. Subject to the terms and conditions of this Agreement, including the Exhibits attached hereto and incorporated by reference herein, Kognito hereby grants to Licensee, and Licensee hereby accepts, a non-transferable, non-exclusive, limited license to use and to make available the Kognito Service to End Users, solely in the Territory. Except as provided in the foregoing sentence, Licensee shall have no right to sublicense, distribute or make available any part of the Kognito Service, the Kognito Courseware or the Kognito Proprietary Platform to third-parties or parties located outside the Territory.

2.2 THE KOGNITO SERVICE. Licensee acknowledges and agrees that the use of the Kognito Service requires Internet access. Licensee shall not exploit the Kognito Service, the Kognito Courseware or any portion thereof in any unauthorized manner, including but not limited to, in a commercial manner. Licensee agrees to not use any third-party materials in a manner that would infringe or violate the rights of any other party, and agrees Kognito is in no way responsible for any such misuse by Licensee.

2.3 RESERVATION OF RIGHTS. Kognito reserves all rights not specifically granted to Licensee hereunder. Kognito reserves the right in its sole discretion to delete, remove or change any data, information or materials supplied to Kognito by Licensee and End User at any time in the event of a breach of this Agreement by Licensee and/or End User. In no such event will Kognito be liable for such removal of or disabling of access to the Kognito Service. Kognito will provide Licensee with written notice of violation and allow Licensee seven (7) business days to cure.

2.4 CONDITIONS AND RESTRICTIONS.

2.4.1 NO MODIFICATIONS, REVERSE ENGINEERING OR SPIDERING. Licensee shall not alter, modify, enhance, work around any technical limitation in, or make any derivative works of the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service. Licensee shall not, and shall not cause or permit any third party to, disassemble, decompile, reverse engineer or otherwise attempt to derive source code, or spider, crawl or robotically or automatically collect or extract information from the Kognito Proprietary Platform or the Kognito Service. Licensee shall not use the Kognito Proprietary Platform or the Kognito Service in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

2.4.2 NO UNAUTHORIZED USE, RESALE OR COMMERCIAL USE. Licensee shall protect the Kognito Service and Kognito Courseware from access by any unauthorized person or third party to the same extent Licensee protects their own network and confidential information. Licensee shall not copy, re-sell, rent, lease, lend, provide access to third parties or otherwise transfer the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service.

2.4.3 END USERS. Licensee represents and warrants that it will provide End User personal information to Kognito solely in accordance with Applicable Law, including with respect to any obligations to obtain consent or otherwise have a lawful basis on which to share such personal information with Kognito.

2.4.4 COPPA. Licensee consents to Kognito's collection and processing of Student Data as described in Section 11 of the Kognito Privacy Policy. Licensee represents and warrants that it has obtained all requisite consents (including, as applicable, from parents or guardians) for the sharing and processing of Student Data in connection with the Kognito services in accordance with the Children's Online Privacy Protection Act ("COPPA"). Even if not required by Applicable Law, we recommend that you notify all parents and legal guardians about the use of Kognito and that you provide such persons with a copy of the Kognito Privacy Policy.

3 **Intellectual Property**

Kognito is the owner of all right, title and interest in all Intellectual Property Rights, including all copyrights, patents, and trademarks associated with the Kognito Proprietary Platform, the Kognito Courseware and the Kognito Service, including all associated manuals, documentation, software, logos, text, data and graphics, but excluding third party or public domain material. Licensee shall not display or use any Kognito intellectual property without the prior written permission of Kognito.

4 **Payment**

4.1 FEES. Licensee shall pay to Kognito the Fees, as set forth in Exhibit B, net 30 from receipt of invoice except as otherwise set forth in Exhibit B. Kognito may, in its sole discretion, suspend performance hereunder in the event of delinquency.

4.2 NO PAYMENT TO LICENSEE. Under no circumstances will Kognito become liable to Licensee or any of its End Users for any payment for any feedback supplied by Licensee or any End User related to any of the Kognito Services.

4.3 TAX. All fees and other charges provided pursuant to this Agreement are exclusive of sales and usage taxes, which may be imposed or assessed against the sale, licensing, or use of the Kognito Service. Licensee shall be responsible for all sales and usage taxes unless Licensee is tax-exempt and prior to commencement of Kognito Services provides Kognito with tax exemption certification.

5 Branding, Notices and Trademarks

5.1 TRADEMARKS. The Parties' brand and product names and trade names are the sole property of their respective holders. Licensee is hereby granted a non-exclusive, worldwide right to display the Kognito trademarks (collectively, the "Kognito Marks") in connection with the Kognito Courseware and the Kognito Service; provided, the ownership of the trademark by Kognito is identified and that Kognito has reviewed and approved in writing in advance the appearance, placement and use of the trademark. Kognito shall not unreasonably withhold such approval. Any and all use of the Kognito Marks shall inure to the benefit of Kognito. Licensee shall not withhold or block display of any artwork, graphics or Kognito Marks as integrated into the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service. Licensee agrees not to remove or obfuscate any copyright, trademark or other proprietary rights notices from the Kognito Service, the Kognito Courseware or any Kognito Proprietary Platform.

6 Representations, Warranties and Indemnity

6.1 KOGNITO REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION. Kognito represents and warrants to Licensee that: (i) it has full power and authority to grant the licenses granted under this Agreement, and (ii) all Kognito Services provided to Licensee hereunder shall be performed in a good and workmanlike manner in accordance with all generally accepted, applicable industry standards. Kognito agrees to indemnify, defend and hold Licensee and its affiliates, and their respective owners, directors, officers, employees, shareholders, agents, (collectively, the "Licensee Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including legal fees) ("Claim") incurred by any Licensee Party as a result of or in connection with a Claim that the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service licensed hereby, infringes, misappropriates, or violates any copyright, trade secret right, trademark right or U.S. patent right of any third party or any law, rule or regulation promulgated by any government or regulatory bodies.

6.2 DISCLAIMER OF WARRANTY. EXCEPT AS PROVIDED IN THIS SECTION, KOGNITO AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS PROVIDED IN THIS SECTION, THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO COURSEWARE AND THE KOGNITO SERVICES ARE PROVIDED HEREUNDER ON AN "AS-IS" BASIS, AND KOGNITO AND KOGNITO AFFILIATES DISCLAIM ALL WARRANTIES THAT THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO COURSEWARE OR THE KOGNITO SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR OPERATE OTHER THAN AS SET FORTH HEREIN. THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO COURSEWARE AND THE KOGNITO SERVICES ARE NOT INTENDED TO REPLACE CLINICAL JUDGEMENT OR TEACH INDIVIDUALS HOW TO DIAGNOSE MENTAL DISORDERS, NOR CAN THEY ENABLE THE USER TO RELIABLY PREDICT VIOLENT BEHAVIOR IN ANY ONE INDIVIDUAL.

6.3 LICENSEE REPRESENTATIONS. Licensee represents to Kognito that Licensee shall not knowingly use any Kognito Proprietary Platform, Kognito Courseware or any Kognito Services to upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment.

7 Limitation of Liability

7.1 LIMITATION OF LIABILITY. EXCEPT FOR KOGNITO'S INDEMNIFICATION OBLIGATION PURSUANT TO SECTION 6.1, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR PARTNERS BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY EITHER PARTY ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT LICENSEE MIGHT INCUR FOR ANY REASON WHATSOEVER, EXCEPT FOR KOGNITO'S INDEMNIFICATION OBLIGATION PURSUANT TO SECTION 6.1, THE ENTIRE LIABILITY OF KOGNITO UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY LICENSEE BASED ON REASONABLE RELIANCE UP TO THE AMOUNT ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. THE LIMITATIONS SET FORTH ABOVE SHALL NOT RELIEVE LICENSEE FROM PAYMENT OF ALL AMOUNTS DUE HEREUNDER NOR SHALL SUCH LIMITATIONS APPLY IN THE EVENT OF EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

7.2 THE LIMITATIONS SET FORTH ABOVE SHALL NOT RELIEVE LICENSEE FROM PAYMENT OF ALL AMOUNTS DUE HEREUNDER NOR SHALL SUCH LIMITATIONS APPLY IN THE EVENT OF EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8 Term and Termination

8.1 TERM. This Agreement shall commence upon the Effective Date and shall continue in full force until the end of the Term as defined in Exhibit B (the "Term").

8.2 TERMINATION. Either Party shall have the right to terminate this Agreement immediately upon written notice delivered to the other Party if, at any time: (a) the other Party is in material breach of any term, condition or covenant of this Agreement and fails to cure such breach within thirty (30) days of written notice thereof or (b) the other Party (i) becomes insolvent; (ii) admits in writing its insolvency or inability to pay its debts or perform its obligations as they mature; (iii) makes an assignment for the benefit of creditors; (iv) causes or consents to the appointment of a receiver, trustee, liquidator or similar officer for all or any material portion of its property; (v) files or has filed against it in any court, any petition in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; (vi) has its ability to conduct business suspended or terminated; or (vii) takes any corporate or other action for the purpose of effectuating any of the foregoing. Kognito may terminate the licenses granted herein to Licensee immediately upon any violation of the terms of Section 2 by Licensee or any of its End Users, as the case may be. Upon termination of this Agreement, for any reason (i) all undisputed and outstanding Fees due Kognito accrued as of the effective date of such termination, shall be paid due upon the effective date of such termination, net 30; (ii) Licensee shall cease all use of the Kognito Services.

9 General Provisions

9.1 SURVIVAL. All portions of this Agreement that are reasonably intended to survive any termination or expiration of this Agreement, including but not limited to the defined terms contained herein and Sections 3, 4, 6, 7, 8, and 9, shall continue in full force and effect following any termination or expiration of this Agreement.

9.2 ALLOCATION OF RISK. The Sections on limitation of liability, limitation of warranties and indemnities allocate the risks of this Agreement between the Parties. This allocation is an essential element of the basis of the bargain between the Parties.

9.3 AMENDMENT. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both Parties.

9.4 ASSIGNMENT. Kognito may assign this Agreement to any person or entity to whom it transfers all or substantially all of its rights in the Kognito Proprietary Platform or the Kognito Courseware. Licensee may not assign, voluntarily, by operation of law, or otherwise, this Agreement or assign any rights or delegate any duties under this Agreement without Kognito's prior written consent, which will not be unreasonably withheld. Any attempt to do so without that consent will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each Party's permitted successors and assigns.

- 9.5 CHOICE OF LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 9.6 ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement. The headings and captions are inserted for convenience of reference only and do not constitute a part of or modify any of the terms of this Agreement.
- 9.7 NO THIRD-PARTY BENEFICIARIES. The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.
- 9.8 NOTICES. Except as otherwise provided herein, all contract notices and communications to the Parties are required to be sent to the addresses stated below (or such other address as subsequently notified in writing to the other Party).

If to Kognito:
Kognito Solutions LLC
25 Mall Road, 6th Floor
Burlington, MA 01803
Email: info@kognito.com

With copy to:
Ascend Learning, LLC
5 Wall Street
Burlington, MA 01810
Attn: General Counsel
Email: legal@ascendlearning.com

- 9.9 RELATIONSHIP OF PARTIES. Nothing in this Agreement will create any association, partnership, or joint venture between the Parties.
- 9.10 SEVERABILITY. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect and the unenforceable provision will be replaced with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.
- 9.11 WAIVER. No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed by both Parties. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute consent to, a waiver of, or excuse of any other, different, or subsequent breach by either Party.
- 9.12 FORCE MAJEURE. Except for Licensee's obligation for payment for services rendered, neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, pandemics, epidemics, wars, terrorist attacks, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected.
- 9.13 COMPLIANCE WITH LAW. Each Party shall ensure that its performance under this Agreement is in compliance with all applicable laws, rules and regulations.

9.14 RESTRICTED GOVERNMENT RIGHTS. The Kognito Services were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (d) of the Commercial Computer Software-Restricted Rights Clause and its successors, and in all respects is proprietary data belonging to Kognito and/or its suppliers. For US Department of Defense units, the Services and deliverables, if any, are considered commercial computer software in accordance with US DFARS 227.7202-3 and its successors, and use, duplication, or disclosure by the US Government is subject to the restrictions set forth herein.

The Parties, on the dates set forth below, have caused their duly authorized signatories to execute this Agreement, which shall be effective as of the Effective Date.

Kognito Solutions LLC

Sacramento City Unified School District

Signature: _____

Signature: _____

Name:

Name: _____

Title:

Title: _____

Date: _____

Date: _____

EXHIBIT A

Kognito Courseware and Kognito Service

Licensee hereby purchases a license to the following Kognito Courseware: **Professional Development Bundle Including:**

At-Risk for Early Childhood Educators • At-Risk for Elementary School Educators • At-Risk for Middle School Educators • At-Risk for High School Educators • Trauma-Informed Practices • Emotional & Mental Wellness • Safe & Caring Schools • Step In, Speak Up: Supporting LGBTQ Youth • Building Respect: Bullying Prevention • Resilient Together: Coping with Loss at school • Transitions: Supporting Military Children • All new professional development topics rolled out during licensing period.

The above Kognito Courseware will be hosted on Kognito's Proprietary Platform, with each End User required to open a secure account by choosing a unique username and password. Kognito will also provide Licensee with an administrator account to Kognito's portal to view user tracking information.

Support. Kognito will offer reasonable levels of continuing support to assist Licensee and End Users in use of the Kognito Service. Kognito will make its personnel available by email or phone during regular business hours, Monday through Friday, 9am-5pm Eastern Time for assistance, excluding Kognito holidays.

Kognito Courseware Completion Reminders. To increase Courseware completion rates, Kognito will have the right to send up to two automatic email reminders, over the course of the Term, to Licensee's End Users to encourage them to complete the Kognito Courseware.

Surveys. To collect feedback from End Users, Kognito will make available or send via electronic communication anonymous surveys to collect feedback from End Users and assess changes in knowledge, skills, attitude, and behavior. The results of the surveys will be provided to the Licensee. All data collected from End Users will be owned by Kognito and governed under the End User Terms of Use and Privacy Policy, which can be viewed at www.kognito.com/legal/user_agreement/. Kognito hereby grants the Licensee a perpetual, non-exclusive, non-transferable license and right to use the data for research and evaluation purposes. Kognito shall not release the name of the Licensee or any End User in relation to this data in any publication without prior written approval.

Reporting. Kognito shall provide Licensee with automated monthly reports to a Licensee designated site-level administrator ("Administrator"). Kognito will also provide access to a password-protected portal where the Licensee can download usage reports that are updated daily. Administrator will have access to view usage reports, which detail the number of users by name of participating schools, the names and number of users, their completion rates, and demographics.

Resource Page. Kognito will add a link in each Kognito Courseware to a standard web page that will include information about mental health resources for children and families. Clients have the option to add a link or PDF to their own organization's webpage in lieu of Kognito's standard mental health resource page.

Quality of Kognito Service. Kognito shall use commercially reasonable efforts to ensure that the Kognito Proprietary Platform server or servers have sufficient capacity and rate of connectivity to provide the Licensee with a quality of service comparable to current standards in the on-line information provision industry in the Territory. Kognito shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% uptime per month. The 2% down-time does not include periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Kognito Services as they become available, and downtime related to the failure of equipment or services outside the control of Kognito, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled downtime will be performed at a time to minimize inconvenience to Licensee.

Certificate of Completion: Each End User who completes a Kognito Courseware will have the option to generate an individualized Certificate of Completion.

Outreach and Implementation Package. Kognito will provide Licensee with the Courseware's package of outreach and implementation tools such as PowerPoint slides to introduce the courseware, electronic copies of flyers that can be printed or emailed to potential users about the courses, a video trailer, and suggested language for announcing the courses' availability via email or by listserv or newsletter to stakeholder groups, such as principals, superintendents, school boards, professional associations and PTAs.

Notification of Modifications of Kognito Service. Licensee understands that from time to time the Kognito Service may be added to, modified, or deleted by Kognito and/or that portions may migrate to other formats.

EXHIBIT B

Fees & Term

Fees: Licensee will purchase from and pay Kognito the Fees set forth below for the following Kognito Courseware:

Professional Development Bundle Including: At-Risk for Early Childhood Educators • At-Risk for Elementary School Educators • At-Risk for Middle School Educators • At-Risk for High School Educators • Trauma-Informed Practices • Emotional & Mental Wellness • Safe & Caring Schools • Step In, Speak Up: Supporting LGBTQ Youth • Building Respect: Bullying Prevention • Resilient Together: Coping with Loss at school • Transitions: Supporting Military Children • All new professional development topics rolled out during licensing period.

Cost Category	Total
Professional Development Bundle - Unlimited Use	\$142,488.50
Total	\$142,488.50

License Term: 12 months (License term will begin August 1, 2022, and end July 31, 2023)

Payment Terms: Net 30. All licensing fees are invoiced at contract start date and are non-refundable.

Authorized End User: Employees of Licensee.

Territory: California, USA



Kognito: A Division of Ascend Learning
LLC
135 W 26th Street
New York, NY 10001
212-675-9234
www.Kognito.com

March 09, 2021

To Whom It May Concern:

This letter is to confirm that Kognito Solutions LLC (Tax I.D. #320222868) is the Publisher and Sole Provider/Sole Source of the of Kognito online gatekeeper training courseware, which includes the following titles:

- *At-Risk for High School Educators*
- *At-Risk for Middle School Educators*
- *At-Risk for Elementary School Educators*
- *At-Risk for Early Childhood Educators*
- *At-Risk for University and College Faculty & Staff*
- *At-Risk for College Students*
- *At-Risk in the ED*
- *At-Risk in Primary Care*
- *At-Risk in Primary Care – Adolescent Version*
- *Building Respect: Bullying Prevention*
- *Step In, Speak Up!, Supporting LGBTQ Students*
- *Mental Wellness for K-12 Schools*
- *Sexual Misconduct Prevention for College Students*
- *Friend2Friend, Peer support for HSstudents*
- *Friend2Friend, Substance Use Prevention*
- *Safe & Supportive School (For K12 Educators, Students, and Parents)*
- *Resilient Together: Coping with Loss in School Screening and Brief Intervention with Adolescents*
- *Assessing Screening and Brief Intervention*
- *Veterans on Campus (versions for faculty/staff and veteran students)*
- *LGBTQ in the Workplace*
- *Family of Heroes*
- *Trauma-Informed Practices for K-12 Schools*
- *Alcohol and Other Drugs for College Students.*

Kognito is the company that developed the courseware, owns all copyright and intellectual property in the courseware, and is the only authorized seller. Several elements of these programs are unique:

1. Kognito programs are currently the only commercially available online, simulation-based suicide prevention training programs where learners engage in role-play conversations with emotionally responsive avatars that exhibit signs of depression, thoughts of suicide, and anxiety. Providing users with the practice in conversing with at-risk individuals is a crucial and necessary component in developing their ability to handle similar situations in real life.
2. The courseware was developed utilizing Kognito’s proprietary and award-winning Kognito Conversations Platform™. This platform, based on research in social cognition and neuroscience, generates virtual role-play simulations where users engage in practice conversations with intelligent avatars and learn effective communication strategies in managing challenging conversations with individuals exhibiting signs of psychological distress including thoughts of suicide and depression. Other unique elements of the platform include:
 - a. Virtual, fully animated avatars that respond through body language, facial expressions, and audio language. These avatars possess their own emotional state and memory.

- b. Conversations built around a behavioral model which dictates the cause-and-effect relationship between users' decisions and the responses of the virtual characters.
 - c. Dynamic and open-ended conversation architecture which adjusts to the decisions and tactics made by users during the conversation.
3. Kognito programs are the only online simulation-based suicide prevention training listed on SAMHSA's Suicide Prevention Resource Center Best Practices Registry for Suicide Prevention Programs (www.sprc.org) and on SAMHSA's National Registry of Evidence-Based Programs and Practices (nrepp.samhsa.gov).
4. Kognito programs are the only online simulation-based suicide prevention trainings that have been assessed in national students to assess their effectiveness. The studies revealed strong evidence of the courseware's ability to improve the learners' motivation and knowledge to identify, approach, and refer individuals exhibiting signs of psychological distress.

For additional information please contact us at 212-675-9234 or visit www.kognito.com

Sincerely,

Scott Healy

Scott Healy
General Manager, Healthcare Ventures
Scott.healy@ascendlearning.com / 978-639-3567



Kognito: A Division of Ascend Learning LLC
25 Mall Road, 6th Floor
Burlington, MA 01803
212-675-9234
www.Kognito.com

January 19, 2022

To Whom It May Concern:

This letter is to confirm that Kognito Solutions LLC (Tax I.D. #320222868) is the Sole Provider/Sole Source of the of Kognito online courseware, which includes the following titles:

- *Alcohol and Other Drugs for Students* (Higher Ed)
- *Screening and Brief Intervention Skills Assessment*
- *At-Risk for Educators*
- *At-Risk for Early Childhood Educators*
- *At-Risk Mental Health for Faculty & Staff* (Higher Ed)
- *At-Risk Mental Health for Students* (Higher Ed)
- *Bullying Prevention for Educators*
- *Coping with Loss in School for Educators*
- *Cultivating Inclusive Communities for Faculty & Staff* (Higher Ed)
- *Emotional & Mental Wellness for Educators*
- *Emotional & Mental Wellness for Parents & Caregivers*
- *Friend2Friend: Emotional & Mental Wellness*
- *Friend2Friend: Substance Use Prevention*
- *Friend2Friend: Safe & Supportive Schools*
- *Adolescent Suicide Risk/At Risk in Primary Care*
- *In Home Parenting Visit*
- *Gender Affirming Care*
- *LGBTQ in the Workplace*
- *Moral Distress & Resiliency*
- *Opioid Use Disorder*
- *Opioid Use Disorder: De-Escalation*
- *Prescription Drugs for Students* (Higher Ed)
- *Safe & Supportive School for Educators*
- *Safe & Supportive Schools for Parents & Caregivers*
- *Screening and Brief Intervention with Adolescents*
- *Screening and Brief Intervention with Adolescents: Comorbid Substance Use and Mental Health*
- *Step In, Speak Up! For Educators* (Supporting LGBTQ Students)
- *Sexual Misconduct Prevention for Students* (Higher Ed)
- *Supporting the Military Child for Educators*
- *Together Strong* (Higher Ed)
- *Trauma-Informed Practices for Educators*
- *Veterans on Campus for Faculty & Staff* (Higher Ed)

Kognito is the company that developed the courseware, owns all copyright and intellectual property in the courseware, and is the only authorized seller. Several elements of these programs are unique:

1. Kognito programs are currently the only commercially available online, simulation-based suicide prevention training programs where learners engage in role-play conversations with emotionally responsive avatars that exhibit signs of depression, thoughts of suicide, and anxiety. Providing users with the practice in conversing with at-risk individuals is a crucial and necessary component in developing their ability to handle similar situations in real life.
2. The courseware was developed utilizing Kognito's proprietary and award-winning Kognito Conversations Platform™. This platform, based on research in social cognition and neuroscience, generates virtual role-play simulations where users engage in practice conversations with intelligent avatars and learn effective communication strategies in managing challenging conversations with individuals exhibiting signs of

psychological distress including thoughts of suicide and depression. Other unique elements of the platform include:

- a. Virtual, fully animated avatars that respond through body language, facial expressions, and audio language. These avatars possess their own emotional state and memory.
 - b. Conversations built around a behavioral model which dictates the cause-and-effect relationship between users' decisions and the responses of the virtual characters.
 - c. Dynamic and open-ended conversation architecture which adjusts to the decisions and tactics made by users during the conversation.
3. Kognito programs are the only online simulation-based suicide prevention training listed on SAMHSA's Suicide Prevention Resource Center Best Practices Registry for Suicide Prevention Programs (www.sprc.org) and on SAMHSA's National Registry of Evidence-Based Programs and Practices (nrepp.samhsa.gov).
 4. Kognito programs are the only online simulation-based suicide prevention trainings that have been assessed in national students to assess their effectiveness. The studies revealed strong evidence of the courseware's ability to improve the learners' motivation and knowledge to identify, approach, and refer individuals exhibiting signs of psychological distress.

For additional information please contact us at 212-675-9234 or visit www.kognito.com

Sincerely,



Dan Trepanier

Vice President of Sales, Kognito Solutions LLC

Daniel.Trepanier@kognito.com

212-675-9234

Amendment No. 3

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Maxim Healthcare Staffing Services, Inc. (PROVIDER) dated June 30, 2022 is hereby amended as follows:

4. Compensation:

4.4 Increase Change: Increase of \$1,800,000 for Staffing services.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Maxim Healthcare Staffing Services, Inc.

Signature

Signature

Rose Ramos, Chief Business Officer

Printed Name and Title

Printed Name and Title

Date

Date

Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT
AND
RO HEALTH INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and RO HEALTH INC. (PROVIDER) dated June 30, 2022 is hereby amended as follows:

4. Compensation:

4.4 Increase Change: Increase of \$1,400,000 for Staffing services.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

RO Health Inc.

Signature

Signature

Rose Ramos, Chief Business Officer

Printed Name and Title

Printed Name and Title

Date

Date

SA20-00028 (Action)

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

This Agreement is entered into on this 4th day of June 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and ACTION SUPPORTIVE CARE SERVICES, INC., located at 7777 Greenback Lane, Ste 208, Citrus Heights, CA 95610, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

1. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

2.3 **Scope of Work.** PROVIDER will:

- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
- B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
- C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
- D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
- E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
- G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
- I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.

2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.

B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.

C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.

D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.

E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.

F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is unable to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.

- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.

- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- o Name(s) of PERSONNEL
 - o Name(s) of School Site(s)
 - o Name of Student(s) served by PERSONNEL
 - o Individual Service Dates
 - o Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - o Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.

- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
 Health Services - Box 764
 5735 47th Avenue
 Sacramento, CA 95824

Action Supportive Care Services, Inc.
 7777 Greenback Lane, Ste 208
 Citrus Heights, CA 95610

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) **Permanence.** The obligations set forth in this Section shall survive the termination of this Agreement.

6.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT:

Signature

Jorge A. Aguilar, Superintendent
Printed Name & Title

Date

7/15/19

ACTION SUPPORTIVE CARE SERVICES, INC.:

Signature

Andrew Brusaschett Project Manager
Printed Name & Title

Date

7/19/19

SA20-00028 (Action)

ADDENDUM A

Sacramento City Unified School District Addendum to Technology Services Related Agreements for Education Code Section 49073.1 Compliance

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Action Supportive Care Services, Inc. ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 6/4/2019 and any addenda on 6/4/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

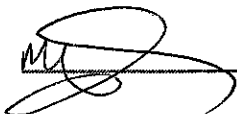
NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

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

 Andrew Busascelotti

7/19/19
Date


Elliot Lopez
Chief Information Officer

07/20/2019
Date

SA20-00028 (Action)

SCHEDULE A

2019-2020 Payment Schedule Proposal 504 Health Services

- **Skilled nursing services performed by an RN/LVN - \$45-\$50/hour:**
(Pricing varies based on the quantity of services and features requested by SCUSD).
 - Comprehensive supervision as well as student specific initial orientation and training
 - Data and medical record maintenance tailored to SCUSD
 - Comprehensive and ongoing training of staff
 - Flexibility to cover multiple students with cost effective strategy
 - Dedicated "one call" direct access hotline where each supervisor will all simultaneously receive calls and texts as well as 24 hour on-call services
 - Access to dedicated emergency back-up pool.

(There are currently a total of 75 SCUSD students assigned to ASCS. In the 149 instructional school days starting on 8/30/18 through 5/1/19, ASCS has fulfilled the supplemental medical needs for SCUSD students comprising of 10,574 assignments.

In that same duration, there were 62 occurrences where ASCS supervisors covered an illness or emergency related staff absence in the morning of or night before a scheduled assignment. *This resulted in zero student absences linked to lack of medical services support).*

- **Health/Instruction Aide- \$30/hour:**
(Includes features listed in the skilled nursing section)

- **Out of Area/Overnight Field Trips- \$52/hour:**
 - Hours billed to SCUSD represent the hours on duty for the assigned healthcare provider and not the total accumulative hours for the duration of the field trip.

(Travel time and/or mileage at the current business mileage reimbursement rate as defined by the IRS at <https://www.irs.gov/tax-professionals/standard-mileage-rate> may be charged for field trips greater than or equal to 30 miles from the downtown Sacramento area.

Hourly minimum- ASCS general policy is to maintain a 4 hour minimum for services provided. ASCS is willing to review and consider exceptions on a case by case basis to foster optimum efficiencies in the overall care delivery.

Show up time- ASCS will continue to not charge show up time to SCUSD. Per California labor regulations, ASCS assumes employee compensation responsibility for half of the scheduled shift when a student is absent for a scheduled assignment with no notification to ASCS or district staff. From the start of the 2018-2019 school year through 5/1/19, ASCS has encountered 48 non-reimbursable occurrences.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency **and** SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent **actively engaged** in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.

Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 4, 2019 is hereby amended as follows:

2.3 Scope of Work

J) Contracted staff at the Medical Assistant level will assist with testing and contact tracing of DISTRICT staff and students and other related duties pertaining to COVID-19 mitigation measures. Duties include but are not limited to:

- Travel to multiple sites to perform PCR and rapid antigen COVID testing
- Register and document testing and results in online application
- Use appropriate PPE as directed for testing tasks
- Maintain testing area and enforce mitigation measures at all times
- Observe and direct staff and students in self swabbing anterior nasal samples
- Perform testing procedures, applying drops, handling specimens package, packaging as directed
- Contact via phone, email, text staff and parents for contact tracing follow up.
- Monitoring and documenting person's quarantine, testing status and return to work/school per district guidelines
- Documenting contacts and activities
- Communicate with SCUSD school nurses for oversight and training
- Other duties as assigned related to all COVID mitigation measures, testing and contact tracing of staff and students
- Staff must successfully complete the Johns Hopkins Contact Tracing training
- Staff will undergo other trainings as needed that support the testing protocols, contact tracing, or other public health measures

Schedule A

Add the following rate:

Medical Assistant - \$35/hour

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

DocuSigned by:

Rose Ramos

CC6FE7C204D7402...

02/24/2021

Date

Rose Ramos
Chief Business Officer

Andrew Brusaschetti

Andrew Brusaschetti
Project Manager

2/5/21

Date

Amendment No. 2

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 4, 2019 is hereby amended as follows:

Schedule A

Effective as of the date of last signature below, the rate for Medical Assistant services will be increased from \$35.00/hour to \$38.00/hour.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

DocuSigned by:

Rose Ramos

05/27/2021



5/17/2021

CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

Date

Andrew Brusaschetti
Project Manager

Date

Amendment No. 3

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 30, 2022 is hereby amended as follows:

1. Term of Agreement

1.1 Term: Term will be extended to 7/1/22 to 6/30/23.

4. Compensation:

4.4 Rate Change: See attached 2022/2023 rate sheet for Staffing services.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

Rose Ramos
Chief Business Officer

Date


Andrew Brusaschetti
Project Manager

Date

7/14/22

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Action Supportive Care Services, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>		
RN	\$65/Hr	
LVN	\$55/Hr	
Health Aide (Reg)	\$38/Hr	
Health Aide (Lead)	\$43/Hr	
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____

Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

SA20-00029 (Maxim)

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS

This Agreement is entered into on this 29th day of May 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS, A MARYLAND CORPORATION INCLUDING ITS AFFILIATES AND SUBSIDIARIES, with an office located at 1050 Fulton Avenue Suite 235, Sacramento, CA 95825, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

I. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

2.3 **Scope of Work.** PROVIDER will:

- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
- B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
- C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
- D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
- E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
 - G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
 - H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
 - I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.
- 2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.
- 2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:
- A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.
 - B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.
 - C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.
 - D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.
 - E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.
 - F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is unable to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.

- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.

- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- o Name(s) of PERSONNEL
 - o Name(s) of School Site(s)
 - o Name of Student(s) served by PERSONNEL
 - o Individual Service Dates
 - o Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - o Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.
- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824

Maxim Staffing Solutions
1050 Fulton Avenue, Suite 235
Sacramento, CA 95825

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) **Permanence.** The obligations set forth in this Section shall survive the termination of this Agreement.

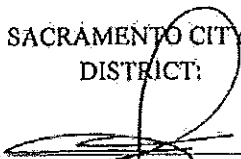
6.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT:



Signature

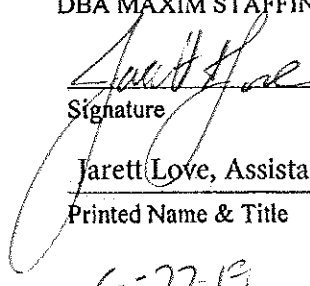
Jorge A. Aguilar, Superintendent

Printed Name & Title

6/14/19

Date

MAXIM HEALTHCARE SERVICES, INC.
DBA MAXIM STAFFING SOLUTIONS:



Signature

Jarett Love, Assistant Controller

Printed Name & Title

6-27-19

Date

ADDENDUM A

Sacramento City Unified School District

**Addendum to Technology Services Related Agreements for Education Code
Section 49073.1 Compliance**

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 5/29/2019 and any addenda on 5/29/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

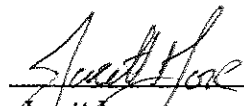
NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

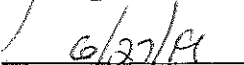
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

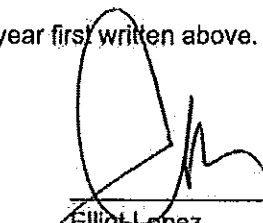
Executed at Sacramento, California on the day and year first written above.



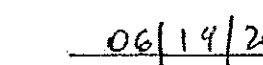
Jarrett Love
Assistant Controller



Date



Elliot Lopez
Chief Information Officer



Date

SCHEDULE A

Pricing

The cost Maxim is proposing is all inclusive and includes the cost of onboarding, background checks, credentialing upkeep, healthcare benefits and state/federal fees, as well as indirect costs which directly benefit Sacramento City's program from an administrative and programmatic resources standpoint—factors which we deem as soft costs realized for the District. Additionally, our staffing services are discounted based on volume. The following charts outline the hourly costs per modality as well as a discounted cost schedule based on amount of staff utilized.

Position	Hourly Rate
LVN/RN	\$50
School Credentialed/or Preliminary Nurse RN/BSN	\$70
Health Assessment/ Hearing/ Vision Screening	\$80
Medical Assistant (MA)	\$40
SLPA/COTA/PTA	\$65
School Psychologists (LSSP)	\$100
Physical Therapists (PT)	\$85-\$100
Occupational Therapists (OT)	\$85-\$100
Board Certified Behavior Analyst (BCBA)	\$125
Behavioral Tech (BT)	\$50
Behavioral Mid-Level Supervisor	\$80
Special Education Teacher	\$70
Speech and Language Pathologists (SLP)	\$80-90
School Field Trips	\$2,000 (4 Nights)

Volume Discount Schedule

RN/LVN

Number of Contracted Nursing (working at least 20 hours/week)	Discount Percentage
0-9 Nurses	0% Discount
10-14 Nurses	5% Discount
15-29 Nurses	10% Discount
30-59 Nurses	15% Discount
60+ Nurses	20% Discount

Behavior Technician (BT)

Number of Contracted Behavior Technicians (working at least 20 hours/week)	Discount Percentage
0-9 BTs	0% Discount
10-14 BTs	5% Discount
15-29 BTs	10% Discount
30-59 BTs	15% Discount
60+ BTs	20% Discount

EXHIBIT A

**Sacramento City Unified School District - Health Services Department
AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS**

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly

- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.

- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.

- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.

- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.

- Document ALL nursing care including first aid, on district-approved forms.

- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.

- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency and SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent actively engaged in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.



Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Maxim Healthcare Staffing Services, Inc. (PROVIDER) dated May 29, 2019 is hereby amended as follows:

2.4 Scope of Work

J) Contracted staff at the Medical Assistant level will assist with testing and contact tracing of DISTRICT staff and students and other related duties pertaining to COVID-19 mitigation measures. Duties include but are not limited to:

- Travel to multiple sites to perform PCR and rapid antigen COVID testing
- Register and document testing and results in online application
- Use appropriate PPE as directed for testing tasks
- Maintain testing area and enforce mitigation measures at all times
- Observe and direct staff and students in self swabbing anterior nasal samples
- Perform testing procedures, applying drops, handling specimens package, packaging as directed
- Contact via phone, email, text staff and parents for contact tracing follow up.
- Monitoring and documenting person’s quarantine, testing status and return to work/school per district guidelines
- Documenting contacts and activities
- Communicate with SCUSD school nurses for oversight and training
- Other duties as assigned related to all COVID mitigation measures, testing and contact tracing of staff and students
- Staff must successfully complete the Johns Hopkins Contact Tracing training
- Staff will undergo other trainings as needed that support the testing protocols, contact tracing, or other public health measures

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Maxim Healthcare Staffing Services, Inc.

DocuSigned by:

 CC6FE7C204D7402...

Andrea Torres

 jutorres@maxhealth.com

Signature

Signature

Rose Ramos, Chief Business Officer

 Printed Name and Title

Andrea Torres, Assistant Controller

 Printed Name and Title

03/03/2021

 Date

02/22/2021

 Date

Amendment No. 2

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Maxim Healthcare Staffing Services, Inc. (PROVIDER) dated June 30, 2022 is hereby amended as follows:

1. Term of Agreement

1.1 Term: Term will be extended to 7/1/22 to 6/30/23.

4. Compensation:

4.4 Rate Change: See attached 2022/2023 rate sheet for Staffing services.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Maxim Healthcare Staffing Services, Inc.

Signature

F. Ugokwe

Signature

Rose Ramos, Chief Business Officer

Florence Ugokwe Assistant Controller

Printed Name and Title

Printed Name and Title

Date

7/12/2022

Date

Maxim Healthcare Staffing Services, Inc.- 2022/2023 School Year

Position	Hourly Rate
Board Certified Behavior Analyst (BCBA)	\$125
Behavior Technician (BT)	\$52
Behavioral Mid-Level Supervisor	\$80
SLPA/COTA/PTA	\$75
Physical Therapist (PT)/ Occupational Therapist (OT)	\$95-130
Speech and Language Pathologist (SLP)	\$100-140
EVS Technician	\$40
Dietary Aide	\$40
School Psychologist	\$100-140
Associate Clinical Social Worker (ASW)	\$85-100
Licensed Clinical Social Worker (LCSW)/ Licensed Marriage and Family Therapist (LMFT)	\$120
Counselor	\$85
Orientation Mobility Specialist/ Visual Education Specialist	\$120-140
Special Education Teacher- Mild/Mod	\$90
Special Education Teacher- Mod/Severe	\$100
Adapted PE Teacher	\$110
Medical Assistant (MA)	\$45
Licensed Vocational Nurse (LVN)	\$55
Registered Nurse (RN)	\$75
School Credentialed Nurse	\$90-100
Health Aide	\$42

CLIENT STAFFING AGREEMENT

This Agreement (the “Agreement”) entered into this 01st day of 07, 2022 (“Effective Date”), is by and between RO HEALTH, LLC (“RO HEALTH”), a Delaware limited liability company with its office headquarters located at 1900 Nickerson Street West Suite 200, Seattle, WA 98119, and Sacramento City Unified School District (hereinafter referred to as “CLIENT”) located at 5735 47th Ave. Sacramento, CA 95824.

WHEREAS, RO HEALTH operates a medical staffing agency and employs personnel to provide services to CLIENT.

WHEREAS, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT, (jointly hereinafter referred to as “Party/Parties”), the Parties hereby agree:

1. TERM.

The term of this Agreement will commence on the date of the last signature and will continue for one (1) year unless terminated prior thereto in accordance with the terms of this Agreement. If neither Party terminates pursuant to the terms herein, this Agreement shall be automatically renewed for increment of additional one (1) year periods and shall not require a writing by either Party hereto in order to extend the term hereof.

2. TERMINATION.

Either Party may terminate this Agreement, at any time, by providing thirty (30) days advance written notice. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

3. PERSONNEL.

RO HEALTH shall provide CLIENT with personnel that comply with all pertinent terms and conditions of licensure and credentials including, but not limited to, the following list:

3.1 Proof of current licensure, registration and or certification (if applicable).

3.2 Written or verbal verification of two (2) references.

3.3 Written verification of worker’s unrestricted credential (if applicable).

3.4 Written verification of current cardiopulmonary resuscitation (CPR) certification, unless written documentation from CLIENT is provided removing this requirement for specific positions.

3.5 Possess proof of an annual tuberculosis test or chest X-ray.

3.6 Criminal Background Check and disclosure statement.

4. PROVISION OF PERSONNEL.

4.1 At the request of CLIENT, RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH's judgment, are best qualified to perform the services requested by CLIENT as outlined in this Agreement.

4.2 Upon CLIENT request, RO HEALTH shall provide documentation as required in this Agreement relating to the qualifications and training of RO HEALTH employees.

5. CLIENT ORIENTATION.

CLIENT will provide RO HEALTH personnel with an orientation to CLIENT specific policies, procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet CLIENT expectations for personnel.

6. URGENT PERSONNEL REQUESTS.

If CLIENT requests personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.

7. MINIMUM BILLABLE HOURS AND SHIFT CANCELATION.

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

8. CONVERSION FEE.

CLIENT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT, or any affiliate, subsidiary of CLIENT solicits, hires or employs RO HEALTH personnel, CLIENT agrees to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's

commencement as a CLIENT employee or contractor; (2) provide written notice to RO HEALTH of intent to hire RO HEALTH employee and continue to employ RO HEALTH employee for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%)).

9. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains responsibility for management of care of each of its patients and for ensuring that services provided by RO HEALTH personnel under this Agreement are furnished in accordance with applicable standards. CLIENT shall ensure that RO HEALTH personnel are assigned duties and operating within their scope of practice.

10. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for services provided under this Agreement.

11. TAXES.

RO HEALTH will maintain responsibility, as the employer, for the payment of wages, and other compensation, and for any mandatory withholdings and contributions.

12. PAYMENT FOR SERVICES.

RO HEALTH will submit invoices to CLIENT at the rates established in Exhibit A every week for personnel provided to CLIENT during the preceding workweek billing period.

12.1 Payment.

Full payment of invoices is due upon receipt. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.

12.2. Late Payment.

Payments not received within thirty (30) days from the first day of the workweek billing period, as identified on the invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less.

13. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules, and regulations of the State of Delaware, as are now in effect or as may be later amended or modified, without reference to the choice of law rules in any state. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of Delaware laws, rules, and regulations shall govern and supersede.

14. DISPUTE RESOLUTION.

In the event a dispute does arise out of or in connection with the Agreement, the Parties will first attempt to resolve the dispute through friendly correspondence and/or consultation. If such correspondence does not resolve the dispute within a reasonable period then the Parties may submit any and all outstanding issues to mediation.

If mediation does not resolve the dispute within a reasonable period then the Parties may submit any and all outstanding issues to arbitration in accordance with the statutory rules of the Delaware Rapid Arbitration Act (DRAA).

If arbitration is not successful in resolving the entire dispute or is unavailable, any outstanding issues must be submitted with the laws in the State of Delaware. The case will be conducted in Delaware, and judgment may be entered by any court having jurisdiction within the State of Delaware.

15. ATTORNEY FEES AND LEGAL COSTS.

In the event a Party is forced to obtain legal representation to enforce the terms of the Agreement, the Party prevailing in such action of enforcement will be entitled to the recovery of costs and expenses incurred in connection with such action and any appeal from the losing Party. Recovery of costs and expenses may include mediation, arbitration, court fees, and reasonable attorneys' fees.

16. MUTUAL INDEMNIFICATION.

Each party (the "Indemnifying Party") and, in the case of RO HEALTH as the Indemnified Party, RO HEALTH and all other persons cooperating in the conduct or performance of "RO HEALTH," and each of its officers, partners, employees, trustees, directors, managers, and/or shareholders, to the extent allowed by law, agrees to defend, indemnify, and hold harmless the other ("Indemnitee") from and against any and all claims, losses, damages, liabilities, costs, expenses (including attorneys' fees), or judgments for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is in any way connected with any acts, failure to act, willful misconduct,

or the performance of or failure to perform obligations under this Agreement by the Indemnifying Party, its officers, partners, employees or agents. Neither termination or expiration of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which claim or cause of action is predicated shall have occurred prior to the effective date of any such termination, expiration or completion.

Indemnification is subject to:

- (a) the Indemnitee promptly providing the Indemnitor written notice of the claim;
- (b) the Indemnitor's right to control the claim's defense and settlement (provided that the Indemnitor may not settle or defend any claim without the Indemnitee's consent (which shall not be unreasonably withheld, delayed or conditioned), unless it unconditionally releases the Indemnitee from all liability); and
- (c) the Indemnitee providing reasonable assistance to the Indemnitor. This obligation shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

17. DAMAGES.

In no event shall either Party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such Party has been advised of the possibility of such damages, under or in connection with this Agreement, regardless of the form of action.

18. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

19. ENTIRE AGREEMENT; MODIFICATION.

This written Agreement constitutes the entire Agreement between the Parties and all negotiations and understandings have been included in this Agreement. No other understandings, agreements, representations, or warranties relating to the subject matter of this Agreement, whether written or oral, have been made to RO HEALTH by the CLIENT or to the CLIENT by RO HEALTH. This Agreement shall supersede any other communication between the Parties as to the subject matter herein.

This written Agreement may be modified, amended, or rescinded only by a written agreement executed by both Parties.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

CLIENT

Printed Name

Signature

Date

RO HEALTH, LLC

Lisa Butts, Contract, Lic. & Ins. Administrator

Printed Name



Signature

6/20/2022

Date

EXHIBIT A
PERSONNEL HOURLY RATES FOR CLIENT

Nursing	
LVN	\$55.00/Hour
RN	\$70.00/Hour
CRN	\$100.00/Hour
Data Admin / Data Entry	\$40.00/Hour
Data Admin / Data Entry Lead	\$50.00/Hour

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

WEEKEND. RO HEALTH shall bill CLIENT an additional two dollar (\$2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

MILEAGE. During the course of, or while driving to work, if a RO HEALTH employee travels greater than sixty (60) miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

CLIENT

Printed Name

Signature

Date

RO HEALTH, LLC

Lisa Butts, Contract, Lic. & Ins. Administrator

Printed Name

Signature

Date



6/20/2022

CONTRACT SUPPLEMENT

Dear Staffing Partner:

RO HEALTH, LLC is a Joint Commission certified healthcare staffing company. We appreciate our partnership, and we are continuously taking steps to improve our level of service. In compliance with our Joint Commission certification, we are including this contract supplement to notify you about important aspects of our business relationship.

Employee Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional healthcare providers. To ensure that our providers are delivering exceptional patient care mixed with excellent customer service, we seek feedback from CLIENT supervisors continuously and, on an annual basis, through a web-based digital evaluation. We appreciate your cooperation in providing accurate feedback that will help our providers meet your needs.

Company Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional service. We strive to provide our clients with timely and accurate communication, collaborative and informed problem solving, clear and accurate invoicing, and warm and friendly customer service. To ensure that end, we conduct annual company evaluations through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help RO HEALTH support staff meet your needs.

STATstaff™

RO HEALTH takes steps to prepare its providers to deliver exceptional patient care before they arrive at your site. This means, we gather important information about you that will allow new providers to familiarize themselves with the nuances of your site before they commence work. RO HEALTH uses STATstaff™ to track and communicate that important information to its providers so that they are prepared to meet your expectations. We appreciate your cooperation gathering information about your site so we can help ensure our providers are comfortable and perform well in their assignments.

Office Hours

RO HEALTH is available 24x7x365 by phone at 888.552.9775. RO HEALTH's office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Incident Report Process

In the event a RO HEALTH provider is involved in an incident, error, near miss or sentinel event, RO HEALTH will act swiftly to address the event appropriately. A RO HEALTH HR person will



supply the RO HEALTH provider with an incident report form and may ask the RO HEALTH employee to take a drug test. And, upon request, will send the incident report form to the CLIENT supervisor. We appreciate your cooperation gathering information so we can address events in the most appropriate manner necessary. If you would like us to orient RO HEALTH Providers to your policies and/or procedures related to an incident, please contact RO HEALTH Human Resources at hr@rohealth.com.

In the event there is an occupational safety hazard or event that involves a RO HEALTH provider, the event should be communicated as soon as practicable to the RO HEALTH Human Resources at hr@rohealth.com.

Complaint/Grievance Process

RO HEALTH actively solicits feedback from all its stakeholders on a continuous basis. In the event RO HEALTH receives a complaint, a RO HEALTH HR person will swiftly commence an investigation and follow up within seventy-two (72) hours.

RO HEALTH Employees

RO HEALTH does not use subcontractors. Providers are employees of RO HEALTH.

Competency

RO HEALTH takes steps to ensure that it provides competent providers. All providers are thoroughly screened to ensure that they are comfortably able to deliver patient care within their areas of clinical competence. RO HEALTH aims to only place providers in areas of practice within the scope of their license, registration, certification, or clinical competence.

Conflict of Interest

RO HEALTH discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member, which is disclosed as or found to (a) impair the individual's objectivity, or (b) create an unfair competitive advantage for any person or organization other than RO HEALTH. Conflict of interest means more than individual bias. There must be a financial interest that could directly affect the work or services to be considered a conflict.

Thank you again for the opportunity to work together. We look forward to growing our partnership.

PERSONNEL HOURLY RATES FOR CLIENT

Nursing, Behavioral, and Therapy	
Credentialed School Nurse (RN)	\$100.00/hour
Public Health Nurse (PHN)	\$100.00/hour
Vision and/or Hearing Screening (RN)	\$85.00/hour
Administration / Data Entry	\$40.00/hour
Administration / Data Entry Lead	\$50.00/hour
Certified Nursing Assistant	\$40.00/hour
Registered Nurse (RN)	\$70.00/hour
Licensed Vocational Nurse (LVN)	\$55.00/hour
Para-Educator / Health Aide	\$42.00/hour
Behavior Certified Aid	\$43.60/hour
Registered Behavioral Technician (RBT)	\$54.50/hour
Board Certified Behavior Analyst (BCBA)	\$130.80/hour
School Psychologist	\$100.00/hour
Clinical Therapist (LMFT/LCSW)	\$100.00/hour - \$120.00/hour
Speech-Language Pathologist (SLP)	\$90.00 - \$100.00/hour
Occupational Therapist (OT)	\$85.00 - \$100.00/hour
Physical Therapist (PT)	\$95.00 - \$105.00/hour



SERVICES AGREEMENT

Date: October 7, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vestra Labs, 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 47th Avenue, Sacramento, CA 95824.

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

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

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

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

ARTICLE 1. SERVICES.

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

Contractor will implement safe and reliable testing services at various sites throughout the District, as directed by the Student Support & Health Services Department.

1. Qualified technicians will observe the collection of the BinaxNow (rapid antigen) test.

Contractor's staff has been trained to observe the collection of the BinaxNow test by CDPH staff and fulfilled all training requirements set out by CDPH. Contractor is experienced in uploading test results using the Primary Health Software platform as requested by the State. Contractor will observe testing at schools under the direction of District.

2. Qualified technicians will collect PCR specimens as directed, to be delivered to the lab designated by the ordering entity.

Contractor's staff is experienced in collecting Color Genomics PCR samples and having the samples shipped to the processing lab.



3. Contractor will provide staffing of up to 30 additional staff to meet the needs of testing requirements in the District.
4. Contractor will provide PPE needed for its technicians (N95 masks, gloves, hand sanitizer, & biohazard bags).
5. Contractor will report through Primary, and/or Color.
6. Contractor will deliver specimens to the appropriate location as requested by the District.
7. Contractor will not provide tables, chairs, or other work station requirements for the purpose of testing, processing, & shipping specimens. Contractor will require appropriate work space to perform the duties of testing requested by District.
8. Technicians will work 8 hours a day, Monday through Friday.

ARTICLE 2. TERM.

This Agreement shall commence on October 7, 2021, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$6,400 per full-time equivalent (FTE) per month of services as may be requested by District, not to exceed a maximum of 30 FTE. District will also reimburse Contractor for half of the cost of Live Scan fingerprinting services for all staff provided to the District. District shall not pay travel and other expenses. Total fee shall not exceed One Million, Seven Hundred Twenty-Eight Thousand Dollars (\$1,728,000).

All fees are based on the starting of tiered deployment of technicians commencing on October 11, 2021 and will continue through the end of the school year June 30, 2022. The first 10 technicians will be available October 11, 2021 and the remaining 20 technicians will be deployed by October 25th. Contractor will notify the District if remaining 20 technicians can be deployed at earlier date.

Payment shall be made within 30 days upon submission of monthly invoices sent on or after the first business day after the month end to the attention of Rebecca Wall, Technician, Health Services Department at rebecca-wall@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.

As required by District, all individuals that come into contact with District students must undergo a criminal background investigation by District. Contractor agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, District shall within 48 hours notify Contractor of such a subsequent



arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

District also recommends 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 encouraged to obtain 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. A free resource for such training can be found at <https://account.mandatedreporter.ca.com/login>.

ARTICLE 8. VACCINATION REQUIREMENTS

Vaccination requirements. As required by district and state public health order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to district shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to district on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

ARTICLE 9. 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 10. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any



insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 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: Jessica Sulli, Contracts
5735 47th Ave
Sacramento CA 95824

Contractor:
Vestra Labs, LLC
11036 N 23rd Ave Ste 8
Phoenix, AZ 85029



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. DISCLOSURE OF STUDENT INFORMATION

The Parties understand and agree that, in order for the Contractor to effectively provide the Services as described herein, the Contractor may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.

Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Contractor, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)

The Contractor is considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i). The Contractor and/or its employees or subcontractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student. The Contractor and/or its employees or subcontractors shall not use student information for any other purpose than the scope of work described herein.

ARTICLE 21. 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.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

VESTRA LABS, LLC

DocuSigned by:
Adrian Vargas
By: C3DDCAC4FF73491...
Adrian Vargas
Asst. Superintendent, Business Services

By: *[Signature]*
Gilbert Rabin
President

10/08/2021
Date

9-27-21
Date



SERVICES AGREEMENT

Amendment No. 1

Date: January 3, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Vestra Labs, LLC, hereinafter referred to as "Contractor," dated October 7, 2021 is amended as follows:

ARTICLE 3. PAYMENT.

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

Fee Rate: \$6,400 per full-time equivalent (FTE) per month of services as may be requested by District, not to exceed a maximum of 40 FTE. District will also reimburse Contractor for half of the cost of Live Scan fingerprinting services for all staff provided to the District. District shall not pay travel and other expenses. Total fee shall not exceed **Two Million, One Hundred Seventy-Six Thousand Dollars (\$2,176,000)**.

All fees are based on the starting of tiered deployment of technicians commencing on October 11, 2021 and will continue through the end of the school year June 30, 2022.

Payment shall be made within 30 days upon submission of monthly invoices sent on or after the first business day after the month end to the attention of Rebecca Wall, Technician, Health Services Department at rebecca-wall@scusd.edu.

All other terms and conditions of the Agreement remain unchanged.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

VESTRA LABS, LLC

DocuSigned by:
Rose Ramos
By: _____
CC6EE7C204D7402
Rose Ramos
Chief Business Officer

By: _____
[Signature]
Gilbert Rabin
President

01/16/2022

Date

1-13-22

Date



SERVICES AGREEMENT

Amendment No. 2

Date: March 1, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Vestra Labs, LLC, hereinafter referred to as "Contractor," dated October 7, 2021 is amended as follows:

ARTICLE 3. PAYMENT.

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

Fee Rate: \$6,400 per full-time equivalent (FTE) per month of services as may be requested by District, not to exceed a maximum of **60** FTE. District will also reimburse Contractor for half of the cost of Live Scan fingerprinting services for all staff provided to the District. District shall not pay travel and other expenses. Total fee shall not exceed **Two Million, Six Hundred Eighty-Eight Thousand Dollars (\$2,688,000)**.

All fees are based on the starting of tiered deployment of technicians commencing on October 11, 2021 and will continue through the end of the school year June 30, 2022.

Payment shall be made within 30 days upon submission of monthly invoices sent on or after the first business day after the month end to the attention of Rebecca Wall, Technician, Health Services Department at rebecca-wall@scusd.edu.

All other terms and conditions of the Agreement remain unchanged.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

DocuSigned by:

Rose Ramos

By: _____

CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

03/08/2022

Date

VESTRA LABS, LLC

By: _____

Gilbert Rabin
President

3-4-22

Date



SERVICES AGREEMENT

Amendment No. 3

Date: June 3, 2022

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Vestra Labs, LLC, hereinafter referred to as "Contractor," dated October 7, 2021 is amended as follows:

ARTICLE 2. TERM.

This Agreement shall commence on October 7, 2021, and continue through **June 30, 2023**, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$6,400 per full-time equivalent (FTE) per month of services as may be requested by District, not to exceed a maximum of **60 FTE** through July 31, 2022. From August 1, 2022 through June 30, 2023, services will not exceed a maximum of **30 FTE**. District will also reimburse Contractor for half of the cost of Live Scan fingerprinting services for all staff provided to the District. District shall not pay travel and other expenses. Total fee shall not exceed **Five Million One Hundred Eighty-Four Thousand Dollars (\$5,184,000)**, which represents an increase of \$2,496,000 to Amendment No. 2.

All fees are based on the starting of tiered deployment of technicians commencing on October 11, 2021 and will continue through July 31, 2022. From August 1, 2022 through June 30, 2023, the deployment will be reduced to 30 FTE.

Payment shall be made within 30 days upon submission of monthly invoices sent on or after the first business day after the month end to the attention of Rebecca Wall, Technician, Health Services Department at rebecca-wall@scusd.edu.

All other terms and conditions of the Agreement remain unchanged.

[signature page follows]



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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

VESTRA LABS, LLC

DocuSigned by:
Rose Ramos
By: CC6EE7C204D7402
Rose Ramos
Chief Business Officer

By: *[Signature]*
Gilbert Rabin
President

06/10/2022
Date

6-3-22
Date

SA20-00028 (Action)

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

This Agreement is entered into on this 4th day of June 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and ACTION SUPPORTIVE CARE SERVICES, INC., located at 7777 Greenback Lane, Ste 208, Citrus Heights, CA 95610, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

1. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

2.3 **Scope of Work.** PROVIDER will:

- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
- B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
- C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
- D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
- E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
- G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
- I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.

2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.

B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.

C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.

D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.

E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.

F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is unable to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.

- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.

- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- o Name(s) of PERSONNEL
 - o Name(s) of School Site(s)
 - o Name of Student(s) served by PERSONNEL
 - o Individual Service Dates
 - o Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - o Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.

- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824

Action Supportive Care Services, Inc.
7777 Greenback Lane, Ste 208
Citrus Heights, CA 95610

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) **Permanence.** The obligations set forth in this Section shall survive the termination of this Agreement.

6.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT:

Signature

Jorge A. Aguilar, Superintendent
Printed Name & Title

Date

7/15/19

ACTION SUPPORTIVE CARE SERVICES, INC.:

Signature

Andrew Brusaschett Project Manager
Printed Name & Title

Date

7/19/19

SA20-00028 (Action)

ADDENDUM A

Sacramento City Unified School District Addendum to Technology Services Related Agreements for Education Code Section 49073.1 Compliance

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Action Supportive Care Services, Inc. ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 6/4/2019 and any addenda on 6/4/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

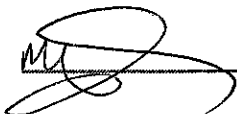
NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

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

 Andrew Busascelotti

7/19/19
Date


Elliot Lopez
Chief Information Officer

07/20/2019
Date

SA20-00028 (Action)

SCHEDULE A

2019-2020 Payment Schedule Proposal 504 Health Services

- **Skilled nursing services performed by an RN/LVN - \$45-\$50/hour:**
(Pricing varies based on the quantity of services and features requested by SCUSD).
 - Comprehensive supervision as well as student specific initial orientation and training
 - Data and medical record maintenance tailored to SCUSD
 - Comprehensive and ongoing training of staff
 - Flexibility to cover multiple students with cost effective strategy
 - Dedicated "one call" direct access hotline where each supervisor will all simultaneously receive calls and texts as well as 24 hour on-call services
 - Access to dedicated emergency back-up pool.

(There are currently a total of 75 SCUSD students assigned to ASCS. In the 149 instructional school days starting on 8/30/18 through 5/1/19, ASCS has fulfilled the supplemental medical needs for SCUSD students comprising of 10,574 assignments.

In that same duration, there were 62 occurrences where ASCS supervisors covered an illness or emergency related staff absence in the morning of or night before a scheduled assignment. *This resulted in zero student absences linked to lack of medical services support).*

- **Health/Instruction Aide- \$30/hour:**
(Includes features listed in the skilled nursing section)

- **Out of Area/Overnight Field Trips- \$52/hour:**
 - Hours billed to SCUSD represent the hours on duty for the assigned healthcare provider and not the total accumulative hours for the duration of the field trip.

(Travel time and/or mileage at the current business mileage reimbursement rate as defined by the IRS at <https://www.irs.gov/tax-professionals/standard-mileage-rate> may be charged for field trips greater than or equal to 30 miles from the downtown Sacramento area.

Hourly minimum- ASCS general policy is to maintain a 4 hour minimum for services provided. ASCS is willing to review and consider exceptions on a case by case basis to foster optimum efficiencies in the overall care delivery.

Show up time- ASCS will continue to not charge show up time to SCUSD. Per California labor regulations, ASCS assumes employee compensation responsibility for half of the scheduled shift when a student is absent for a scheduled assignment with no notification to ASCS or district staff. From the start of the 2018-2019 school year through 5/1/19, ASCS has encountered 48 non-reimbursable occurrences.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency **and** SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent **actively engaged** in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.

Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 4, 2019 is hereby amended as follows:

2.3 Scope of Work

J) Contracted staff at the Medical Assistant level will assist with testing and contact tracing of DISTRICT staff and students and other related duties pertaining to COVID-19 mitigation measures. Duties include but are not limited to:

- Travel to multiple sites to perform PCR and rapid antigen COVID testing
- Register and document testing and results in online application
- Use appropriate PPE as directed for testing tasks
- Maintain testing area and enforce mitigation measures at all times
- Observe and direct staff and students in self swabbing anterior nasal samples
- Perform testing procedures, applying drops, handling specimens package, packaging as directed
- Contact via phone, email, text staff and parents for contact tracing follow up.
- Monitoring and documenting person's quarantine, testing status and return to work/school per district guidelines
- Documenting contacts and activities
- Communicate with SCUSD school nurses for oversight and training
- Other duties as assigned related to all COVID mitigation measures, testing and contact tracing of staff and students
- Staff must successfully complete the Johns Hopkins Contact Tracing training
- Staff will undergo other trainings as needed that support the testing protocols, contact tracing, or other public health measures

Schedule A

Add the following rate:

Medical Assistant - \$35/hour

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

DocuSigned by:

Rose Ramos

CC6FE7C204D7402...

02/24/2021

Date

Rose Ramos
Chief Business Officer

Andrew Brusaschetti

Andrew Brusaschetti
Project Manager

2/5/21

Date

Amendment No. 2

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 4, 2019 is hereby amended as follows:

Schedule A

Effective as of the date of last signature below, the rate for Medical Assistant services will be increased from \$35.00/hour to \$38.00/hour.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

DocuSigned by:

Rose Ramos

05/27/2021



5/17/2021

CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

Date

Andrew Brusaschetti
Project Manager

Date

Amendment No. 3

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 30, 2022 is hereby amended as follows:

1. Term of Agreement

1.1 Term: Term will be extended to 7/1/22 to 6/30/23.

4. Compensation:

4.4 Rate Change: See attached 2022/2023 rate sheet for Staffing services.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

Rose Ramos
Chief Business Officer

Date


Andrew Brusaschetti
Project Manager

Date

7/14/22

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Action Supportive Care Services, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>		
RN	\$65/Hr	
LVN	\$55/Hr	
Health Aide (Reg)	\$38/Hr	
Health Aide (Lead)	\$43/Hr	
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____

Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

SA20-00029 (Maxim)

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS

This Agreement is entered into on this 29th day of May 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS, A MARYLAND CORPORATION INCLUDING ITS AFFILIATES AND SUBSIDIARIES, with an office located at 1050 Fulton Avenue Suite 235, Sacramento, CA 95825, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

I. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

2.3 **Scope of Work.** PROVIDER will:

- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
- B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
- C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
- D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
- E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
 - G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
 - H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
 - I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.
- 2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.
- 2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:
- A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.
 - B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.
 - C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.
 - D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.
 - E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.
 - F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is unable to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.

- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.

- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- o Name(s) of PERSONNEL
 - o Name(s) of School Site(s)
 - o Name of Student(s) served by PERSONNEL
 - o Individual Service Dates
 - o Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - o Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.
- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824

Maxim Staffing Solutions
1050 Fulton Avenue, Suite 235
Sacramento, CA 95825

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) **Permanence.** The obligations set forth in this Section shall survive the termination of this Agreement.

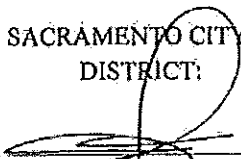
6.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT:



Signature

Jorge A. Aguilar, Superintendent

Printed Name & Title

6/14/19

Date

MAXIM HEALTHCARE SERVICES, INC.
DBA MAXIM STAFFING SOLUTIONS:



Signature

Jarett Love, Assistant Controller

Printed Name & Title

6-27-19

Date

ADDENDUM A

Sacramento City Unified School District

**Addendum to Technology Services Related Agreements for Education Code
Section 49073.1 Compliance**

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 5/29/2019 and any addenda on 5/29/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

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



Jarrett Love
Assistant Controller

Date

6/27/19



Elliot Lopez
Chief Information Officer

Date

06/19/2019

SCHEDULE A

Pricing

The cost Maxim is proposing is all inclusive and includes the cost of onboarding, background checks, credentialing upkeep, healthcare benefits and state/federal fees, as well as indirect costs which directly benefit Sacramento City's program from an administrative and programmatic resources standpoint—factors which we deem as soft costs realized for the District. Additionally, our staffing services are discounted based on volume. The following charts outline the hourly costs per modality as well as a discounted cost schedule based on amount of staff utilized.

Position	Hourly Rate
LVN/RN	\$50
School Credentialed/or Preliminary Nurse RN/BSN	\$70
Health Assessment/ Hearing/ Vision Screening	\$80
Medical Assistant (MA)	\$40
SLPA/COTA/PTA	\$65
School Psychologists (LSSP)	\$100
Physical Therapists (PT)	\$85-\$100
Occupational Therapists (OT)	\$85-\$100
Board Certified Behavior Analyst (BCBA)	\$125
Behavioral Tech (BT)	\$50
Behavioral Mid-Level Supervisor	\$80
Special Education Teacher	\$70
Speech and Language Pathologists (SLP)	\$80-90
School Field Trips	\$2,000 (4 Nights)

Volume Discount Schedule

RN/LVN

Number of Contracted Nursing (working at least 20 hours/week)	Discount Percentage
0-9 Nurses	0% Discount
10-14 Nurses	5% Discount
15-29 Nurses	10% Discount
30-59 Nurses	15% Discount
60+ Nurses	20% Discount

Behavior Technician (BT)

Number of Contracted Behavior Technicians (working at least 20 hours/week)	Discount Percentage
0-9 BTs	0% Discount
10-14 BTs	5% Discount
15-29 BTs	10% Discount
30-59 BTs	15% Discount
60+ BTs	20% Discount

EXHIBIT A

**Sacramento City Unified School District - Health Services Department
AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS**

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency and SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent actively engaged in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.



Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Maxim Healthcare Staffing Services, Inc. (PROVIDER) dated May 29, 2019 is hereby amended as follows:

2.4 Scope of Work

- J) Contracted staff at the Medical Assistant level will assist with testing and contact tracing of DISTRICT staff and students and other related duties pertaining to COVID-19 mitigation measures. Duties include but are not limited to:
- Travel to multiple sites to perform PCR and rapid antigen COVID testing
 - Register and document testing and results in online application
 - Use appropriate PPE as directed for testing tasks
 - Maintain testing area and enforce mitigation measures at all times
 - Observe and direct staff and students in self swabbing anterior nasal samples
 - Perform testing procedures, applying drops, handling specimens package, packaging as directed
 - Contact via phone, email, text staff and parents for contact tracing follow up.
 - Monitoring and documenting person’s quarantine, testing status and return to work/school per district guidelines
 - Documenting contacts and activities
 - Communicate with SCUSD school nurses for oversight and training
 - Other duties as assigned related to all COVID mitigation measures, testing and contact tracing of staff and students
 - Staff must successfully complete the Johns Hopkins Contact Tracing training
 - Staff will undergo other trainings as needed that support the testing protocols, contact tracing, or other public health measures

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Maxim Healthcare Staffing Services, Inc.

DocuSigned by:

 CC6FE7C204D7402...

Andrea Torres

 jutorres@maxhealth.com

Signature

Signature

Rose Ramos, Chief Business Officer

 Printed Name and Title

Andrea Torres, Assistant Controller

 Printed Name and Title

03/03/2021

 Date

02/22/2021

 Date

Amendment No. 2

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Maxim Healthcare Staffing Services, Inc. (PROVIDER) dated June 30, 2022 is hereby amended as follows:

1. Term of Agreement

1.1 Term: Term will be extended to 7/1/22 to 6/30/23.

4. Compensation:

4.4 Rate Change: See attached 2022/2023 rate sheet for Staffing services.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Maxim Healthcare Staffing Services, Inc.

F. Ugokwe

Signature

Signature

Rose Ramos, Chief Business Officer

Florence Ugokwe Assistant Controller

Printed Name and Title

Printed Name and Title

Date

7/12/2022

Date

Maxim Healthcare Staffing Services, Inc.- 2022/2023 School Year

Position	Hourly Rate
Board Certified Behavior Analyst (BCBA)	\$125
Behavior Technician (BT)	\$52
Behavioral Mid-Level Supervisor	\$80
SLPA/COTA/PTA	\$75
Physical Therapist (PT)/ Occupational Therapist (OT)	\$95-130
Speech and Language Pathologist (SLP)	\$100-140
EVS Technician	\$40
Dietary Aide	\$40
School Psychologist	\$100-140
Associate Clinical Social Worker (ASW)	\$85-100
Licensed Clinical Social Worker (LCSW)/ Licensed Marriage and Family Therapist (LMFT)	\$120
Counselor	\$85
Orientation Mobility Specialist/ Visual Education Specialist	\$120-140
Special Education Teacher- Mild/Mod	\$90
Special Education Teacher- Mod/Severe	\$100
Adapted PE Teacher	\$110
Medical Assistant (MA)	\$45
Licensed Vocational Nurse (LVN)	\$55
Registered Nurse (RN)	\$75
School Credentialed Nurse	\$90-100
Health Aide	\$42

Memorandum of Understanding Between
Sacramento City Unified School District and
Improve Your Tomorrow, Inc

Overview:

This memorandum of understanding (MOU) specifies the expectations of the partnership between Sacramento City Unified School District (SCUSD) and Improve Your Tomorrow (IYT) to implement the IYT College Academy at Luther Burbank High School and Rosa Parks K-8 School. The partnership takes effect on July 1, 2021 and is effective through June 30, 2024.

Improve Your Tomorrow will:

1. Serve 150 students through the College Academy annually, starting in the fall of 2021, seventy-five (75) students at Luther Burbank High School and seventy-five (75) students at Rosa Parks K-8 School.
2. Complete a facility use agreement for at all schools that have the IYT College Academy program and provide the required certificate of insurance.
3. Ensure all employees comply with Education Code requirements, which includes undergoing a criminal background check (ie: SCUSD fingerprinting).
4. Gather formative assessment data to reflect IYT's progress at each site, to include overall program attendance.
5. Provide to Research and Evaluation Department (RED) a participants' list to include the names of each student participating in the program, by school, his district identification number, and a record of his daily attendance in the program
6. Administer the SEL (Social Emotional Learning) survey to all program participants. The survey will be provided by RED.
7. Conduct a parallel evaluation of program progress to include the metrics listed in this contract and will meet with RED to discuss outcomes.
8. Coordinate all IYT activities and services with the principals at targeted campuses. College Academy Services, starting in the fall of 2021, include but are not limited to:
 - IYT College Academy career-based activities
 - Professional Mentorship and Leadership Development
 - Career Assessments and Workshops
 - Work-based Field Trips
 - Family Engagement
 - Volunteering and Internships

Distance Learning

In the event of school closures due to COVID 19, within 3 business days, IYT students will be supported and engaged through the IYT Virtual platform. The services provided in this platform include; mentorship sessions, live hangouts, workshops, class huddles, parent engagement and tutoring.

Methods of Assessment

Sacramento City Unified School District will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including:

High School Key Performance Indicators

- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- High school graduation rate for students in the program a minimum of 2 semesters
- College attendance rates for students in the program a minimum of 4 semesters
- 10% of students will enter an apprenticeship program
- 20% increase in student pathway completion
- 33% of students take at least one honors or advanced placement course in their junior year

Middle School Key Performance Indicators

- Promotion rate for 8th grade students
- Attendance Rate for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program

Annually, Improve Your Tomorrow will submit an evaluation form to SCUSD and all school sites no later than 8 weeks after grades have posted for the Spring semester.

Sacramento City Unified School District (SCUSD) will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Provide access to school site during Improve Your Tomorrow programming
3. Complete data sharing memorandum of understanding
4. Provide funding of \$150,000 per year, \$450,000 total, to be invoiced in equal in monthly increments from July 2021 through June 2024 payable within 30 days from time of invoice to Improve Your Tomorrow.

Payments directed to the following address:

Improve Your Tomorrow
3780 Rosin Court Suite 240
Sacramento, CA 95834

Terms:

The term of this Memorandum of Understanding shall commence July 1, 2021 and end June 30,

2024.

Termination Clause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of the mailing.

Indemnification and Hold Harmless

To the fullest extent allowed by law, IYT shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of IYT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the IYT. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the IYT or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold IYT and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("IYT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding IYT and/or any IYT Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

Clearance Requirements

IYT shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

IYT shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by IYT including volunteers.

IYT shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for

termination of this Contract by LEA.

IYT shall electronically submit, within 24 hours, any accident or incident report to LEA. IYT shall properly submit accident or incident reports as required by the District.

IYT hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

IYT is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.) . In the event there is a suspicion of abuse conducted by anyone (students, staff, IYT or others) on or off campus, IYT is to file the appropriate report to the Sacramento County Sheriff. IYT is also to confidentially notify the Legal Compliance Specialist of the report. IYT is to cooperate with any investigation conducted by the District in connection with such report.

IYT shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the IYT policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. IYT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each agency with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

Insurance

IYT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with IYT's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with

limits as follows:

\$5,000,000 per occurrence

\$500,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal & adv. injury

\$10,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. IYT must provide proof that IYT's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that IYT's policy should have an exclusion for sexual molestation or abuse claims, then IYT shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, IYT's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

Workers' Compensation and Employers Liability Insurance in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect IYT from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

IYT, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, the IYT's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:



Michael Lynch, CEO
Improve Your Tomorrow

Date: 4/30/21

DocuSigned by:
Rose Ramos
CC6FE7C204D7402...

Rose Ramos, CBO
Sacramento City Unified School District

Date: 07/02/2021

Appendix A

Data Use Agreement

This agreement governs the conditions in which Improve Your Tomorrow must use, store, and safeguard the privacy of any and all student data (hereafter referred to as “Student Data”) received from the SCUSD pursuant to the signed Agreement between Improve Your Tomorrow and the SCUSD.

Student Data includes both student-specific data (where individual students are identifiable by name or student ID) and aggregate data (where no students are specifically identifiable).

The requested individual-level data includes:

- Student ID
- Ethnicity/Race
- Class Schedule
- Standardized Test Scores (SBACC, etc)
- Unofficial Student Transcripts
- Guardian Contact Information
- Access to online student grade book portal
- Suspension and Attendance data
- Individual Education Plan (if applicable)

General Purpose & Use of Student Data.

Improve Your Tomorrow will use the Student Data provided by the SCUSD to increase college enrollment rates for Improve Your Tomorrow students in SCUSD. Improve Your Tomorrow offers an array of strategic interventions to improve retention, including academic support, mentorship, internships, college advising, parent engagement and college tours. Regular data access will allow Improve Your Tomorrow staff to assess student progress and provide support as needed to ensure the students stay on track to enroll in college.

Improve Your Tomorrow acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Improve Your Tomorrow will not access, disclose or use any Student Data except to the extent such access, disclosure, or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. Improve Your Tomorrow will maintain the security of the Student Data at all times and will promptly notify the SCUSD in the event of any disclosure that is inconsistent with the terms of this Agreement.

Improve Your Tomorrow agrees to maintain the Student Data received with reasonable security measures, such that the Student Data cannot be viewed or accessed electronically or in printed form by unauthorized individuals, which includes but is not limited to administrative controls, physical controls, and technical controls, electronic security, such as password sign-on and sign-off procedures as appropriate and the proper placement of the equipment so that the screen cannot be viewed from a public location.

Improve Your Tomorrow agrees to refrain from redisclosing the Student Data to any other third party.

Improve Your Tomorrow agrees to destroy any Student Data contained in print form or electronically that is no longer needed for Improve Your Tomorrow's stated purpose and in such a way that identification of a student is not possible.

If Improve Your Tomorrow terminates the Agreement, goes out of business, files a petition under the Bankruptcy Code, or stops providing services to the SCUSD, it shall return to the SCUSD all Student Data in its possession.

Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Student Data transmitted under this Agreement, shall remain the exclusive property of the SCUSD.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement") is made and entered into effective January 1, 2022 by and between the Sacramento City Unified School District ("District") and Sata Collaborates, LLC ("Consultant").

1. Consulting Services. Consultant agrees to provide District consulting services regarding the District's Capital Bond Program, Monitor/Compliance, and Green Initiatives. Consultant's services are limited to his role as an advisor to the District. Consultant follows his own methods in rendering advisory services. The District does not control the manner in which the Consultant renders his advisory services. Evaluation of staff will remain with the District. The parties anticipate that Consultant will provide these services for no more than three workdays per week.
2. Consultant Qualifications. Consultant represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
3. Term. This Agreement shall begin on January 1, 2022 and terminate on December 31, 2022. There shall be no extension of the Agreement without express written consent of all parties.
4. Compensation. Consultant shall be compensated as a rate \$1,560 per day as a consultant, through the term of this Agreement pursuant to paragraph three above. A day will be considered an eight-hour period, inclusive of meals, breaks, travel, etc. Consultant will not exceed three days of work per week. Consultant will not receive fringe benefits except that he will be reimbursed at the rate of per diem meals and for mileage in accordance with the District's reimbursement policy in connection with his scope of work. Consultant may adjust billing rates once per year upon 30 days' notice to District.
5. Payment. Checks will be made payable to Sata Collaborates, LLC. Payments shall be limited to amount written in this paragraph, exclusive of reimbursable expenses. District agrees to pay Consultant within thirty (30) days of receipt of a detailed invoice.
6. Incidental Expense. Consultant shall be reimbursed for all expenses. Receipts will be provided for public transportation and lodging costs. Personal car reimbursement will be at the IRS allowable rate (currently \$.585 per mile) and meals will be reimbursed at a per diem rate of \$60 for each day on site. No reimbursements will be made for off-site work.
7. California Residency. Consultant shall complete and attach IRS Form W-9.
8. Conflict of Interest. Consultant does not have, or anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Consultant or his spouse with personal financial gain as a result of any recommendation, advice or any other action taken by Consultant during the rendition of services under this Agreement.

9. Termination of Agreement. Either District or Consultant may terminate this Agreement at any time for any reason upon 30 days' written notice. In the event of early termination, Consultant shall be paid for satisfactory work performed prior to the date of termination. The District may then proceed with the work in any manner the District deems appropriate.
10. Indemnity. Each of the Parties shall defend, indemnify, and hold harmless the other Party, its officers, agents, employees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (included, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of the contract (including, but not limited to) the Consultant's use of the site; the Consultant's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, members of the Board of Trustees, for any willful act, omission, negligence, or misconduct of the Consultant or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Consultant's liability will be limited to the amount of the contract.
11. Worker's Compensation Insurance. Consultant agrees to provide all necessary workers' compensation insurance of Consultant's employees, if any, at Consultant's own cost and expense.
12. Taxes. Consultant agrees that Consultant has no entitlement or any future work from the District or to any employment or fringe benefits from the District. Payments to the Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.
13. Assignment. The Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
15. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court of California.

17. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.
18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives notice.

District:

Sacramento City Unified School District
Rose Ramos, Chief Business Officer
5735 47th Avenue
Sacramento, CA 95824

Consultant:

Dr. Leigh T. Sata, AIA
333 Beale Street, Unit 8i
San Francisco, CA 94105

19. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Consultant's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Consultant agrees to comply with applicable federal and California laws.
20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do so shall constitute material breach.
21. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, not explained or supplemented by evidence of consistent additional terms.
22. Execution of Other Documents. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

24. Board Approval. 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 and San Francisco, CA, on the date and year first written above.

DISTRICT:

Rose Ramos
Chief Business Officer

Date

CONSULTANT:

Sata Collaborates, LLC

Date



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

Agreement for Driver Staffing Services

This "Agreement" to provide Temporary Staffing Services is entered into by and between Michael's Transportation Service, Inc. ("MTS") and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT each of which may also be referred to individually as a "Party," or collectively as the "Parties."

Whereas, MTS is a full-service transportation provider, also offering Temporary Staffing services to employers in need of trained and licensed **School Bus** drivers with Passenger Endorsements certificates; and

Whereas SACRAMENTO CITY UNIFIED SCHOOL DISTRICT is an employer of **School Bus** certified drivers, and periodically requires additional drivers to fill temporary employment openings; and

Whereas, MTS agrees to provide qualified candidates to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT in order to fill their temporary job vacancies for **School Bus** drivers; and

Whereas, both parties agree that the operation of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT vehicles by the temporary drivers is not a joint venture, and no joint venture has been entered into; and

Whereas, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT agrees to compensate MTS as set forth in this Agreement, for providing temporary driver employee(s), during the period beginning on or about **8/22/2022** and ending on or about **6/30/2023 or until either party decides to terminate**.

Now, therefore, in consideration for the mutual promises and covenants set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

MTS agrees to:

1. Have a minimum of 1 temporary driver available for SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, provided drivers are available. (See also paragraph 1 in Employer section, below, in the event that 24 hours' notice is not provided and a temporary driver is available.)
2. Make additional temporary drivers available to SACRAMENTO CITY UNIFIED SCHOOL



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DISTRICT based upon availability, or under the terms set forth at Paragraph 1, above and below.

3. Be responsible for the payment of all payroll wages, payroll taxes and worker's compensation, social security taxes and medical benefits, as applicable, for each temporary driver provided to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, and indemnify and defend SACRAMENTO CITY UNIFIED SCHOOL DISTRICT from any payroll related claims arising therefrom, including but not limited to wage and hour claims.
4. Establish and maintain **pre-employment drug testing**, pull notice, and random drug testing records of temporary driver employee(s) during the period of employment each works with **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**. This information will be made readily available to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT for purposes of adding the temporary driver(s) to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT insurance policy/policies or other purposes as deemed necessary to determine the acceptability of any temporary driver provided by MTS.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT agrees to:

1. Accept a minimum of 1 temporary **Class B CDL or SCHOOL BUS/SPAB Certified Driver**, or additional drivers as agreed upon by the Parties, as requested from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT and that are available from MTS. **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** agrees to pay a rush fee of \$50 for each driver provided by MTS when requests are made within 24 hours and the drivers are available.
2. **Pay MTS an hourly pay rate of \$65.00 For SPAB or SCHOOL BUS Drivers**, with a minimum of 8 hours on duty per day Certified Driver with a minimum of 8 hours
3. **Any hours over 40 hours within a work week (5 days consecutive) will be billed at \$75.00** per hour with a minimum of 8 hours on duty.
4. **Any hours on sixth day and seventh day consecutive within a work week (Monday to Sunday)** will be billed at \$75.00 per hour for **Class B SCHOOL BUS Certified Drivers** with a minimum of 8 hours on duty and billed at \$75.00 per hour for Class B CDL Drivers.
 - a) *If assignment requires hotel accommodations, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT will be responsible for confirming and paying for hotel. A hotel confirmation is needed in advance and will be conveyed to MTS; plus a \$25.00 per diem, per driver, per day for each overnight stay*



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- b) *If assignment is overnight (due to legal hours compliance or distance), SACRAMENTO CITY UNIFIED SCHOOL DISTRICT will pay \$65.00 per hour for a School Bus with a minimum of 12 hours on duty, per overnight, per driver.*
- c) *Should assignment exceed 8 hours total on duty/driving time, MTS will bill at time in to time out at SACRAMENTO CITY UNIFIED SCHOOL DISTRICT's yard less 1 hour for lunch.*

3. Pay MTS a **Daily Commute Fee rate of \$20.00 per day, per driver**, when applicable
4. Pay MTS a **one-time** Proficiency Training/Route Dry Run Fee rate of \$35.00 per hour, per driver. (Required by law.)
5. Pay MTS a driver cancellation fee of 50% if notification is given less than 24 hours in advance of the spot time, or if driver shows up, but is not needed for any reason. (Rate will be determined based upon an 8 hour minimum schedule.)
6. Acknowledges that rates are subject to change, in writing, at any time for jobs that are not set up.
7. **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** will provide any temporary driver with all legally required **rest breaks** and a **lunch break** not to exceed the total of one (1) hour in addition to required **rest breaks**, in keeping with applicable laws, and not to include any such lunch break in its timekeeping records as compensable time. **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** must advise MTS in writing if any temporary driver(s) do not take **rest breaks** or lunch.
8. Add temporary employee and MTS as an additional insured to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT vehicle policy, limited To SACRAMENTO CITY UNIFIED SCHOOL DISTRICT exposure only while operating **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** vehicles.
9. Provide MTS with copy of Certificate of Insurance.
10. Verify and sign each temporary driver's weekly timesheet at the end of each shift to ensure proper payment of wages for the temporary driver(s), when applicable. In order to ensure accurate billing, **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** will provide every



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Monday for the previous week's work, a time sheet(s) verifying all temporary driver's work time and fax to 707-643-1906 - Attention - Temp Driver Billing or scan and email document(s) to: info@bustranportation.com

11. Treat temporary driver in similar manner as all other such driver employees, including but not limited to DOT limits of hours worked, and ensuring compliance with all labor code statutes **regarding** employees' right to have a work place free from discrimination, harassment and workplace violence. All other statutes are the responsibility of MTS as employer.

12. Report any personnel issues, accidents, or other disciplinary actions to MTS designee immediately.

13. Make **NO** offer of direct employment to temporary employee(s) without first contacting and gaining prior approval and authorization of MTS' designee during or within 365 days of termination of temporary employee's assignment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT. If SACRAMENTO CITY UNIFIED SCHOOL DISTRICT hires any such temporary employee, instructors and/or maintenance personnel, associated with this contract, who has performed paid services under this contract, within 365 days of the termination of that temporary employee's assignment, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT will owe and pay MTS **\$45,000.00** (per incident).

14. **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** acknowledges and agrees that, due to the nature of the transportation industry, there may be occasional interruptions of services requiring the immediate return of the temporary driver to MTS. In the event such a scheduling conflict should arise, **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** agrees to "release" the temporary employee to MTS immediately. MTS will make a "good faith" effort to replace the temporary driver with another temporary driver as soon as possible.

15. Acknowledge and agree that, the operation of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT vehicles by the temporary drivers is not a joint venture, and that no joint venture has been entered into.

16. **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** recognizes all invoices as due and payable upon receipt.

17. **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** agrees to contact Temp Driver Staffing Lead to request/schedule temporary driver(s) and not the driver(s) directly. MTS Drivers are also scheduled for trips and routes for MTS and there may be scheduling conflicts unbeknownst to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



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Billing Breakdown:

QTY	Item		Other Fees	Rate/Hour per Driver	Minimum Note: See Section "SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Agrees to" – Bullet C	Total per Day
1	School Bus /SPAB Driver			\$65.00	8	\$520.00
1	School Bus/SPAB Driver over 40 hours /week			TBD	TBD	TBD
1	School Bus/SPAB Driver on 6 th and 7 th day consecutive			TBD	TBD	TBD
1	Overnight School Bus/SPAB Driver			TBD	TBD	TBD
1	Class A /Class B Driver			N/A	N/A	N/A
1	Class A/Class B Driver over 40 hours/week			\$	\$	N/A
1	Class A/Class B Driver on 6 th and 7 th day consecutive			\$	TBD	TBD
1	Overnight Class A/Class B Driver			\$	12	\$
1	Class A/ Class B w/VTT			\$	TBD	\$
1	Proficiency all driver classifications			\$35.00	TBD	\$
1	Daily Commute Fee per Driver per Day		\$20.00	N/A	TBD based on no. of drivers x no. of days	
1	Rush Fee		\$50.00	N/A	Applies if request is made within 24 hours' notice given to MTS for a driver	
1	Hotel Fee				At SACRAMENTO CITY UNIFIED SCHOOL DISTRICT's expense	
1	Per Diem if overnight required		\$25.00/day		TBD based on number of drivers multiplied by number of days	



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1	Driver cancellation fee 50% of base charge for driver				If less than 24 hours' notice or if driver reports to duty but is not needed
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Michael's Transportation Service, Inc.

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INDEMNIFICATION

The Parties hereto expressly acknowledge and agree that under the terms of this Agreement, MTS shall only provide temporary drivers to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, and will not be supplying vehicles, equipment or transportation services. All temporary drivers provided to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT pursuant to the terms of this Agreement will thereafter be solely under the direction, control and supervision of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT management during all work shifts, and shall operate SACRAMENTO CITY UNIFIED SCHOOL DISTRICT vehicles and equipment as instructed by management. As such, to the fullest extent allowed by law, and as a material inducement to MTS to enter into this Agreement, **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** agrees to hold harmless and indemnify MTS, its Board of Directors, owners, shareholders, officers, agents, administrators, employees, insurers, predecessors, successors and assigns, from and against any and all losses, expenses, claims, demands, injuries, damages, obligations, liabilities, lawsuits, actions, causes of action, judgments, liens and costs, including reasonable attorneys' fees and costs, arising out of or in connection with, either directly or indirectly, any act or omission of MTS, its employees, subcontractors and/or agents, and specifically the MTS temporary drivers, in all matters related to the performance of any Services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to the terms and conditions contained herein and have executed this Agreement to Provide Temporary Staffing Services as of **8/21/22**

Michael's Transportation Service, Inc.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Print Name: _____

Title: _____

Print Name: Rose Ramos

Date: _____

Title: CBO

Date: _____



Michael's Transportation Service, Inc.

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SUPPLEMENTAL QUESTIONNAIRE

To meet your driver need please answer the following questions so that we may satisfy the assignment.

1. Billing Address:
2. Accounts Payable Contact (Name | Phone | Email):
3. Reporting Address: (Where driver reports)
4. Dispatching/Operations Contact (Name | Phone | Email):
5. Vehicle Type (Year | Make | Model):
6. Air Brakes: YES / NO
7. Required Hours for Proficiency
8. General Time Frame for Assignment: Day, Week, Month, More?
9. Any Special Dress Code required?
10. How many hours from terminal to terminal?
11. Is there a Mid-Day Route?
12. Can you provide the Lefts and Rights?
13. Do you utilize Ambulatory or Non-Ambulatory Vehicles?
14. Do you have "Q-Straints" tie downs in your vehicles and or what type of restraints do you have?
15. Are there lifts or folding elevated ramps for your vehicles?

Pawar Transportation LLC
Transportation, Management and Consulting

SERVICES AGREEMENT

1. Parties - Pawar Transportation LLC, herein known as "Contractor" shall furnish, operate and maintain vehicles for the transportation of students specified by, Sacramento City Unified School District herein known as "District". The Contractor and District shall hereinafter be referred to as the PARTIES. The Contractor agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education, and any other State agency in District Governing Board relating to the transportation of pupils.

2. Purpose - Contract for Special Education pupil transportation services in accordance with California Education Code Sections 1270, 39801, and 39802.

3. a. Scope of Work - The services to be provided by the Contractor shall consist of furnishing the required number of vehicles, equipment, drivers, and supplies for transportation of students for District. In particular, the transportation service of Student(s) within the District and County with an option to transport to any campus required by District, per request during the school calendar year. Special Education department will furnish the specific details for each student transported and each route is considered a separate and individual contract bound by the parameters of this services agreement. The details of this agreement are strictly confidential and at no time, may the rates, routing, specified information, training, or methods used by the Pawar Transport Company be disclosed to a competing vendor or third party without consent of Pawar Transport Company.

b. Rate - The rate quoted to the District is a total fixed per day rate for the entire route and is not reducible for absenteeism, one-way transport, sickness, no show, or exclusion of any students on the routes. Rate is based on mileage calculated through Contractor's internal rate monitor. Routes may be combined for transport efficiency and vehicle availability, based on the same rate. Rate does not include additional charges including but not limited to, extra seating, TA's/Aides, personality clashes, parental requests/disputes, specific pick up times, and wheelchair or equipment transport. Please refer to Exhibit A for Rates.

4. Contract Term - The term of this contract shall be from, 07/01/2022 through 06/30/2023

5. Renewal - Contract may be renewed by mutual agreement between the District and the Contractor, at the end of the current term not to exceed a total of five (5) years for the entire contract.

6. Termination - If the Contractor refuses or fails to perform services as required by the District specifically with regard to the Scope of Work set forth by the District, the District may terminate the agreement by serving a written request to cure specifically delineating the unsatisfactory performance. If the Contractor fails to cure the deficiencies within thirty (30) days after service of such notice the contract shall terminate ten (10) days thereafter. District shall be responsible for payment through the termination date of the contract. If District fails to perform services under this contract, including, but not limited to payment, the Contractor may terminate the agreement by serving a written notice to terminate. The contract shall terminate sixty (60) days thereafter. Contractor shall be entitled to payments through the date of termination, including, interest penalty set forth in subsection VII, below. If either party wishes to terminate service or routes for any other reason then cancelling party will need to serve a 30-day written notice and service or route will be terminated 30 business days from the written notice.

Pawar Transportation LLC
Transportation, Management and Consulting

7. Billing and Payments - On or about the first business day of each month the Contractor shall submit invoices for all services rendered under this contract in the previous month. The District shall remit payment to the Contractor within thirty (30) days after invoices have been submitted to the District. District is obligated to pay for services rendered and if for any reason there is an internal issue within the District, payment must be submitted otherwise a breach of this agreement will incur and Contractor will have the right to suspend service immediately until the payment has been received.

8. Routing - The District is responsible for assigning all students to be transported and the pickup and drop-off locations and times. The Contractor will be responsible for developing, maintaining and scheduling the route to be approved by special education department. Services for such will commence no later than five (5) days from the date of request made by the District. At no time will Contractor transfer, or schedule a transfer of any student without approval from the District.

9. Standby Vehicles, Drivers, and Wait Time - The Contractor shall keep standby vehicles and qualified drivers available to assure that uninterrupted service will be provided in the event of mechanical breakdowns or driver absenteeism. Standby vehicles shall comply with any and all District safety standards. District acknowledges that drivers will have a window of ten (10) minutes to be delayed due to traffic, road works, road closures, emergency services activity or any unforeseen delay and after 10 minutes, Contractor and District will consider the driver to be late.

10. Insurance - As a condition precedent to this Agreement, PAWAR TRANSPORTATION shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

a. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by PAWAR TRANSPORTATION under this Agreement are on DISTRICT property or on a third party's premises. (1) General Liability policy will include Sexual Molestation coverage. (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insured.

b. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

c. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The Workers Compensation includes the insurer's waiver of its rights of subrogation against DISTRICT.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

11. Cancellation - District shall have the option to cancel any scheduled route upon notification to the Contractor of at least one (1) hours prior to the scheduled pupil pick up time. Cancellation of routes by either the District, pupils, or parents of less than one (1) hours shall result in full payment for the entire trip by the District to the Contractor and will be billed as "Services Rendered." In the event that transported students do not arrive to the vehicle on time (after a 15 min wait by the driver), the driver will leave the address and return back to the student pick up/drop off address if it is reasonable to do so. There will be a charge to District if the driver is to return for the excess mileage.

Pawar Transportation LLC
Transportation, Management and Consulting

12. Indemnification, Hold Harmless Agreement - PAWAR TRANSPORTATION agrees to defend, indemnify, save, and hold harmless DISTRICT from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

DISTRICT agrees to defend, indemnify, save, and hold harmless PAWAR TRANSPORTATION from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the Contractor. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

13. Independent Contractor Status - This contract is by and between two independent entities. This contract does not intend to and shall not be construed to create a relationship between the parties of agents, serving, employee, partnership, joint venture or association.

14. Force Majeure - Contractor shall be excused from performance hereunder during the time in to the extent that it is prevented from performing in the customary manner by an act of nature, fire, flood, war, riot, civil disturbance, terrorism, epidemic, or any other occurrence, which is beyond the control of Contractor when satisfactory evidence is presented to the District.

15. Non-Exclusive - Non-Exclusive Contract- Pawar Transportation and District agree that during the term of this Agreement and any extension thereof, District may use Pawar Transportation as its service provider on the terms set forth herein, or District may choose any other service provider that it wishes to use, but will not use the other service provider for the current routes and students agreed upon within this contract. The information provided to District by Contractor is deemed strictly confidential and may not be disclosed to another vendor or transport coordinator including but not limited to: rates, routes, training, transport materials.


16. Permit - Permits, Licenses, Laws, and Regulations- Contractor shall secure and maintain in force such licenses and permits as are required by law or regulations for furnishing the service specified and shall comply with and observe all provisions of the California Vehicle Code, the Education Code and directives and regulations of the State Board of Education, the California Highway Patrol, the US Department of Transportation and any other governmental agency relating to the transportation of pupils.

17. Personnel - Contractor Personnel- All personnel assigned to perform under this agreement shall be subject to continuous monitoring by District and by Contractor. All drivers shall be licensed and properly certified as required by appropriate California Law. All drivers must submit to a Live Scan Department of Justice background test. All drivers shall be neat in appearance and professional, including but not limited to dress code, personal hygiene, good health, manners, and demeanor. Schools may object to the use of the assigned driver in performing services under this agreement, in such event, District will notify Contractor in writing specifying reasons for such objection in detail.

Pawar Transportation LLC
Transportation, Management and Consulting

18. Signatures – The parties to this agreement hereby agree to the foregoing terms and conditions:

Contractor:



Signature of Authorized Representative of Pawar Transportation

Royan Luthra
Name of Authorized Representative of Pawar Transportation

mickey@spectradriveapp.com royan@spectradriveapp.com

Email Address of Authorized Representative of Pawar Transportation

925-938-6565 / 925-788-8086
Telephone Number of Authorized Representative of Pawar Transportation

District:

Signature of Authorized Representative of Sacramento City Unified School District

Rose Ramos

Name of Authorized Representative of Sacramento City Unified School District

Dated:

**Master Services and License Agreement
Between
Sacramento City USD
and
Accelerate Education**

Sacramento City USD ("**Customer**") and Accelerate Education Incorporated, a Nevada corporation ("**Accelerate**") enter into this Master Services and License Agreement (the "**Agreement**") as of the 15th day of August, 2016.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, which Accelerate may from time to time provide to Customer hereunder (the "**Licensed Materials**") and which Customer and Accelerate agree shall be added to Exhibit A. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any Accelerate Intellectual Property therein.

"Accelerate Intellectual Property" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive, royalty-free license to access and use the Licensed Materials listed in Exhibit A during the term of this Agreement. All such access and use of the Licensed Materials shall be subject to the terms and conditions hereof.

Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the Licensed Materials except as provided herein. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials. Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Licensed Materials. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

4) Term and Termination

Initial Term. The initial term of this Agreement ("**Initial Term**") shall commence on the date of the Agreement and shall continue for a three (3) year period. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12-month periods (each, a "**Renewal Term**") unless either party notifies the other at least thirty (30) days prior to the end of such relevant Initial Term or Renewal Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in the Exhibit B attached hereto.

Accelerate shall invoice Customer for Licensed Materials in Exhibit A. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

Intellectual Property. Accelerate represents and warrants that neither Accelerate, in connection with performing the Services, nor the Licensed Materials will knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person.

7) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement. Customer will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials and Accelerate Intellectual Property.

8) Limited Liability

ASIDE FROM THE WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO THE REFUND OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9) FERPA

Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Sacramento City USD 5735 47th Avenue	Accelerate Education 3655 W Anthem Way Suite A-109237
Sacramento, CA 95824	Anthem, AZ 85086
Tel: (916) 643-7400	Tel: 866-705-5575
Fax:	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Each party shall indemnify, defend, and hold the other harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of this Agreement by the indemnifying party. This is upon the condition that the party seeking indemnification shall give the other party prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. No costs or expenses shall be incurred for the account of the other party without its written consent.

14) Dispute Resolution & Mediation

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that

details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Arizona. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

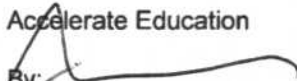
16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written.

Accelerate Education
By: 
Michael Axtman, President/CEO

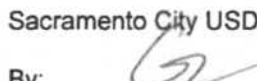
Sacramento City USD
By: 
Printed Name: Gerardo Castillo
Title: Chief Business Officer

Exhibit A
Licensed Materials

Credit Recovery Course Catalog



High School

MATH

Algebra 1 A&B
Algebra 2 A&B
Consumer Math A&B
Integrated Math 1 A&B
Integrated Math 2 A&B
Geometry A&B
Pre-Algebra A&B

LANGUAGE ARTS

Language Arts 9 A&B
Language Arts 10 A&B
Language Arts 11 A&B
Language Arts 12 A&B

SOCIAL STUDIES

American Government
American History A&B
Civics
Economics
World Geography and Cultures A&B
World History A&B

SCIENCE

Biology A&B
Chemistry A&B
Earth Science A&B
Physical Science A&B
Physics A&B

WORLD LANGUAGES

Spanish 1 A&B
Spanish 2 A&B
Spanish 3 A&B
French 1 A&B
French 2 A&B

HEALTH & P.E.

Health A&B
Physical Education

ELECTIVES

Art Appreciation
Character Education
Child Development
Entomology (Jan 2017)
Marine Science
Music Appreciation
Paleontology
Psychology
Relationships (Jan 2017)
Renewable Energy
Theater Studies
Seven Habits for Success
Sociology A&B
Space Exploration
World Religions

CAREER ELECTIVES

Computer Basics
Hospitality and Tourism
Media & Communication
Medicine
Retailing

Original Credit Course Catalog

High School

MATH

Algebra 1 A&B
Algebra 2 A&B
Consumer Math A&B
Geometry A&B
Honors Algebra 1 A&B
Honors Algebra 2 A&B
Honors Geometry A&B
Integrated Math 1 A&B
Integrated Math 2 A&B
Integrated Math 3 A&B
Pre-Algebra A&B
Pre-Calculus
Trigonometry

LANGUAGE ARTS

Creative Writing
Language Arts 9 A&B
Language Arts 10 A&B
Language Arts 11 A&B
Language Arts 12 A&B
Honors Language Arts 9 A&B
Honors Language Arts 10 A&B
Honors Language Arts 11 A&B
Honors Language Arts 12 A&B
English Language Development A&B
Reading Skills
Speech

SOCIAL STUDIES

American Government
American History A&B
Anthropology
Civics
Economics
Honors American Government
Honors American History A&B
Honors Economics
Honors World History A&B
World Geography and Cultures A&B
World History A&B

SCIENCE

Anatomy and Physiology
Biology A&B
Botany and Zoology
Chemistry A&B
Earth Science A&B
Entomology (1/2017)
Environmental Science
Honors Biology A&B
Honors Chemistry A&B
Honors Physics A&B
Marine Science
Paleontology
Physical Science A&B
Physics A&B
Renewable Energy
Space Exploration

WORLD LANGUAGES

Spanish 1 A&B
Spanish 2 A&B
Spanish 3 A&B
French 1 A&B
French 2 A&B
Chinese 1 A&B
Chinese 2 A&B

HEALTH & P.E.

Alcohol, Tobacco and other
Drugs (1/2017)
Health A&B
Individual and Team Sports
(1/2017)
Physical Education A&B

ELECTIVES

Advanced Drawing (1/2017)
Calligraphy (1/2017)
Art Appreciation
Basic Drawing
Beginning Painting (1/2017)
Career Planning
Character Education
Child Development
Graphic Design
Life Management Skills
Music Appreciation
Psychology
Relationships (1/2017)
Research
Seven Habits
Sociology A&B
Study Skills and Strategies
Theater Studies
World Religions

CAREER ELECTIVES

Basic Web Design
Business Communication
Computer Basics
Digital Arts
Essentials of Business
Financial Literacy
Hospitality and Tourism
JavaScript
Law and Ethics
Media and Communication
Medicine
Retailing
Work Environment

ADVANCED PLACEMENT

AP Calculus AB A&B
AP Calculus BC A&B
AP English Literature and Composition A&B
AP Physics 1, 2 A&B
AP Physics C A&B

**Exhibit B
Pricing and Payment Schedule**

Credit Recovery Online Courses

Annual User Seat Subscription Fees

Grades 9-12	Curriculum/Hosting/Instructional Support
Block of 10 User Seats	\$1850

- Seats include any Course, Hosting, Support and CA HQ Instruction in the Credit Recovery catalog in Exhibit A.
- Seats also include enrollment in a Course, Hosting and Support (no Instruction) in an Original Credit Catalog in Exhibit A.
- Students can be enrolled in up 4 Semester courses at once.
- When a student is enrolled in a course the seat is occupied. When they complete or drop, the seat is open again for another student.
- Physical Materials not Included
- IDEAL Learning Library is included
- Mentor Training is required

High School Online Courses

User License Fees

Grades 9-12	Individual Course
Accelerate Online Academy Content, Hosting, Support and Instruction	285
Instruction for Annual User Seat	155

- Individual Course Fees are Per Student / Per Semester / Per Course
- Physical Materials not Included
- IDEAL Learning Library is included

Training

Online Admin/Mentor Training	1 Day Onsite	\$2,500
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- Includes Expenses

Online Course License and Training Purchase

Qty	Description	Unit Price	Line Total
1	Onsite Admin/Mentor Training for as many staff members as needed	\$2,500	\$2,500
30	Block of 10 Annual Credit Recovery Seats	\$1,850	\$55,500
300	Instruction Fee for a 1 semester course to one student in an Original Credit Course	\$155	\$46,500
50	Single Semester Enrollments into the Accelerate Online Academy	\$285	\$14,250
		Total	\$118,750

Payment Terms Net 30 from Invoice Date

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate ("Fitness Courses") agree in writing to be bound by and to comply with the consent and release terms of use ("Terms of Use") set forth below, and the code of conduct ("Code of Conduct") set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent's permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.
2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Gerardo Castillo
Chief Business Officer

Print Name: _____

Date: 6/29/16

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement.

Accelerate Education

By:  _____

Title: P. J. A. / CEO

Customer

By:  _____

Title: Gerardo Castillo, Chief Business Officer

SIXTH AMENDMENT

**TO
MASTER SERVICES AND LICENSE AGREEMENT**

This SIXTH AMENDMENT TO MASTER SERVICES AND LICENSE AGREEMENT (this "6th Amendment") dated _____, 2022 between Accelerate Education Incorporated and Sacramento City USD.

RECITALS

Whereas, ACCELERATE and Customer entered into a Master Services and License Agreement effective as of August 15, 2016 ("Effective Date"); and Whereas, each of the parties now desire to amend the terms of that Agreement.

Now, therefore, the parties hereto hereby agree as follows.

AGREEMENT

1. Amendments to the Agreement

Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows:

**Exhibit B
Pricing and Payment Schedule**

1500	Credit Recovery Seat with Instruction	User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the year. Includes Content, Hosting, Support, and Instruction from CA Cert HQ Teachers. Bio/Chem/Physics included virtual labs. Invoicing would occur July 2022.	\$179.90	\$269,850.00
0	Credit Recovery Summer Seat with Instruction	Summer Session User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the summer school session. Price is per Seat. Includes Content, Hosting, Support, and Instruction.	\$88.00	\$0.00

Additional Information	Subtotal	\$269,850.00
- Once a student completes or drops from a Seat, License is open for another student periodically during the year	Tax	\$0.00
- Actual Seat usage above the initial pre-purchased amount will be invoiced	Total	\$269,850.00
- Physical Materials not Included		
- IDEAL Learning Library if hosted by AE		
- CMS Edit for Full Time Seats if hosted by AE		
- School branded login page and logo within LMS included for Full Time Seats		

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

2. Miscellaneous

(a) The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

(b) Except as expressly amended and modified by this Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

ACCELERATE EDUCATION INCORPORATED

By _____
Name: Michael Axtman
Title: President/CEO
Date:

SACRAMENTO CITY USD

By _____
Name:
Title:
Date:



QUOTE

Bill To:
 Matt Niblock
 Sacramento City USD

 Sacramento, CA

Submitted By: Paul Gusman
Phone: 503-784-9961
Date: 4/7/2022
Expiration: 7/31/2022
Quote #: Q01194

1500	Credit Recovery Seat with Instruction	User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the year. Includes Content, Hosting, Support, and Instruction from CA Cert HQ Teachers. Bio/Chem/Physics included virtual labs. Invoicing would occur July 2022.	\$179.90	\$269,850.00
0	Credit Recovery Summer Seat with Instruction	Summer Session User Seat License is one enrolled student with up	\$88.00	\$0.00

Subtotal \$269,850.00
 Tax \$0.00
Total \$269,850.00

- Once a student completes or drops from a Seat, License is open for another student
- Actual Seat usage above the initial pre-purchased amount will be invoiced periodically during the year - Physical Materials not Included
- IDEAL Learning Library if hosted by AE
- CMS Edit for Full Time Seats if hosted by AE
- School branded login page and logo within LMS included for Full Time Seats

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

Quotation prepared by: Paul Gusman
 This is a quotation on the goods named above, subject to the conditions of the signed contract.

To accept this quotation, sign here and return: _____

SERVICES AGREEMENT

Date: July 1, 2022 **Place:** Sacramento, California

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

Recitals:

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

B. The District desires to engage the services of the Attorney and to have said Attorney 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 Attorney 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 Attorney hereby agrees to provide to the District the services as described below ("Services"):

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2022 and continue through June 30, 2023, 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 Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million Dollars (\$2,000,000), exclusive of costs related to services not directly rendered by Attorney, including the retention of outside investigators and court reporters. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

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

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Attorney 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 Attorney under this Agreement. Attorney 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 Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney 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.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney 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 Attorney'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.

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney 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 Attorney 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 Attorney acknowledges and agrees that it is the sole responsibility of the Attorney 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 Attorney'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 Attorney agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

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

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 consultants.

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. GENERAL LIABILITY INSURANCE.

Prior to commencement of services and during the life of this Agreement, Attorney 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 Attorney to the District.

ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, 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 Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney'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 Attorney. 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 Attorney. 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 Attorney. 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:

<p>District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Contracts Office</p>	<p>Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Anne L. Collins, Attorney</p>
--	--

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 Attorney shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Attorney 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, Attorney shall not hire any employee of the United States government to perform any service covered by this Agreement.

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney'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. Attorney 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 Attorney pursuant to this

Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until 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**

LOZANO SMITH, LLP

By: _____
Rose Ramos
Chief Business Officer

By: 
Karen M. Rezendes
Managing Partner

Date

Date

EXHIBIT A

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. Attorney 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. Attorney will immediately report to District any apparent violation of these conditions.
5. Attorney shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Attorney cannot adhere to the conditions stated above, the Attorney 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 Attorney 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.



Karen M. Rezendes
Managing Partner

Date

EXHIBIT B

PROFESSIONAL RATE SCHEDULE
FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Effective July 1, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner	\$ 275 per hour
Senior Counsel / Of Counsel	\$ 265 per hour
Senior Associate	\$ 240 per hour
Associate	\$ 230 per hour
Paralegal / Law Clerk	\$ 150 per hour

*A 5% discount is given on all invoices paid within 30 days of invoice.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**ADDENDUM TO
LOZANO SMITH SERVICES AGREEMENT**

This Addendum, which shall be effective upon approval of the Lozano Smith Services Agreement for the 2019-2020 fiscal year, and any subsequent fiscal years approved by the District, provides as follows:

1. Periodic Monitoring. The District's in-house counsel shall monitor periodically, at least quarterly, in addition to reviewing the monthly invoices of Lozano Smith, the matters assigned to Lozano Smith. In-house counsel shall report to the Superintendent, based upon the services provided.
2. Case and Matter Matrix. To assist the periodic monitoring, Lozano Smith shall provide, on a monthly basis, a matrix and brief description of the cases and matters assigned to Lozano Smith.

Lozano Smith's responsible partner, **Anne Collins**, shall be the primary contact for the services provided to the District. This Addendum is incorporated by reference to the Lozano Smith Services Agreement.



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Premier Management Group, Inc.

John F. Kennedy Parking Lot Project

Dated: July 18, 2022

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of July 18, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Premier Management Group, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of John F. Kennedy Parking Lot Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director III of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**
- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.

- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective on July 18, 2022, and, except as otherwise provided herein, will continue in effect until September 30, 2022.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.
- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing

with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.

- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization

is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Project Director: Wayne Sjolund
 - Project Manager: Ryan Perry-Smith
 - Project Engineer: TBD
 - Construction Manager: TBD
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
 - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed One Hundred Forty Thousand Six Hundred Seventy Dollars (\$140,670) for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional

manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.

- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives,

officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or

acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in

connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for

amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Dept

CM:

Premier Management Group, Inc.
133 Riverside Avenue
Roseville, CA 95678
ATTN: Wayne Sjolund

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, CM, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating CM's good faith efforts to meet these goals.

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation

to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

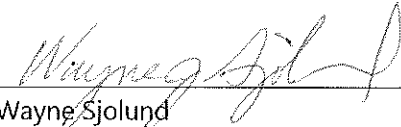
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREMIER MANAGEMENT GROUP

By: _____

Rose Ramos
Chief Business Officer

By:  _____

Wayne Sjolund
President

Date: _____

Date: 7/18/22

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$175
Project Manager (s)	\$165
Construction Manager	\$145
Project Engineer	\$115

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

Milestone & Fee Schedule



John F. Kennedy High School		2022							2023											
		June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Total	Rate	Total
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
Programming, Survey, Site Visits																				
Design Phase: Documents & Schematics																				
Design Phase: Design Development																				
Design Phase: Scheduling, Estimates, and Budgets																				
Design Phase: Construction Documents																				
Submission to DSA (6-8 Weeks, Typ.)																				
DSA Approved Drawings Received																				
Contractor RFP/GMP, Subcontractors, Procurement																				
Construction Phase																				
Closeout Phase																				
Project Turnover for Start of School																				
Construction Magement Services		June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Total	Rate	Total
Project Director	W. SJOLUND	10	10	10	10	10	10	10	8	8	8	8	8	8	8	8	8	142	\$ 175	\$ 24,850
Project Manager	R. PERRY-SMITH	8	8	8	8	8	8	8	8	8	8	8	16	16	16	16	16	168	\$ 165	\$ 27,720
Construction Manager	TBD				20	20	20	20	20	20	20	20	40	80	100	100	80	560	\$ 145	\$ 81,200
Project Engineer	TBD												10	10	10	10	10	60	\$ 115	\$ 6,900
Total Hours Per Month		18	18	18	38	38	38	38	36	36	36	46	74	114	134	134	114	930		\$ 140,670

Note: Schedule is based on preliminary discssions and subject to modification. Hours may need to be adjsuted if work goes beyond this timeline.

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 0525-462 between the Sacramento City Unified School District ("District") and Premier Management Group, Inc. ("CM") for construction management services for the John F. Kennedy Parking Lot Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Wayne Agler
Title: 7/18/22

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

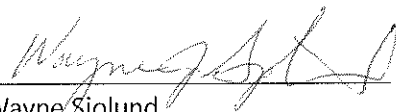
Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

PREMIER MANAGEMENT GROUP, INC.

By: 
Wayne Sjolund
President

Date: 7/18/22

EXHIBIT "F"
COVID-19 VACCINATION/TESTING CERTIFICATION

Construction Manager ("CM"): _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, CM certifies that personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with CM and will undergo weekly diagnostic testing in accordance with the District's Policy..

CM understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. CM will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, WAYNE J SJOLUND, certify that I am CM's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

PREMIER MANAGEMENT GROUP, INC.

By: Wayne Sjolund
Wayne Sjolund
President

Date: 7/18/22

END OF DOCUMENT



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Premier Management Group, Inc.

John Sloat Playground and Parking Lot Project

Dated: July 18, 2022

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of July 18, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Premier Management Group, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of John Sloat Playground and Parking Lot Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director III of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**
- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.

- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective on July 18, 2022, and, except as otherwise provided herein, will continue in effect until September 30, 2022.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.
- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing

with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.

- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization

is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Project Director: Wayne Sjolund
 - Project Manager: Ryan Perry-Smith
 - Project Engineer: TBD
 - Construction Manager: TBD
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
 - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed One Hundred Thirty-Nine Thousand Nine Hundred Dollars (\$139,900) for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional

manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.

- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives,

officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or

acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in

connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for

amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Dept

CM:

Premier Management Group, Inc.
133 Riverside Avenue
Roseville, CA 95678
ATTN: Wayne Sjolund

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, CM, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating CM's good faith efforts to meet these goals.

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation

to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

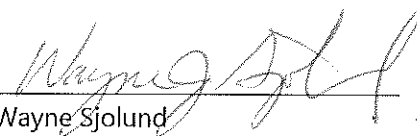
Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREMIER MANAGEMENT GROUP

By: _____
Rose Ramos
Chief Business Officer

By: 
Wayne Sjolund
President

Date: _____

Date: 7/18/22

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

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EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$175
Project Manager (s)	\$165
Construction Manager	\$145
Project Engineer	\$115

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

Milestone & Fee Schedule



John D. Sloat Elementary School		2022							2023											
		June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Total	Rate	Total
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
Programming, Survey, Site Visits																				
Design Phase: Documents & Schematics																				
Design Phase: Design Development																				
Design Phase: Scheduling, Estimates, and Budgets																				
Design Phase: Construction Documents																				
Submission to DSA (6-8 Weeks, Typ.)																				
DSA Approved Drawings Received																				
Contractor RFP/GMP, Subcontractors, Procurement																				
Construction Phase																				
Closeout Phase																				
Project Turnover for Start of School																				
Construction Magement Services		June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Total	Rate	Total
Project Director	W. SJOLUND	10	10	10	10	10	10	10	10	8	8	8	8	8	8	8	8	144	\$ 175	\$ 25,200
Project Manager	R. PERRY-SMITH	8	8	8	8	8	8	8	10	8	8	8	16	16	16	16	170	\$ 165	\$ 28,050	
Construction Manager	TBD				10	20	20	20	20	20	20	20	40	80	100	100	550	\$ 145	\$ 79,750	
Project Engineer	TBD											10	10	10	10	10	60	\$ 115	\$ 6,900	
Total Hours Per Month		18	18	18	28	38	38	38	40	36	36	46	74	114	134	134	114	924		\$ 139,900

Note: Schedule is based on preliminary discssions and subject to modification. Hours may need to be adjsuted if work goes beyond this timeline.

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 0168-418 between the Sacramento City Unified School District ("District") and Premier Management Group, Inc. ("CM") for construction management services for the John Sloat Playground and Parking Lot Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: RYAN PERRY-SMITCH

Title: CONSTRUCTION MANAGER

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

PREMIER MANAGEMENT GROUP, INC.

By: Wayne Sjolund
Wayne Sjolund
President

Date: 7/15/22

EXHIBIT "F"
COVID-19 VACCINATION/TESTING CERTIFICATION

Construction Manager ("CM"): PREMIER MANAGEMENT GROUP

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, CM certifies that personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with CM and will undergo weekly diagnostic testing in accordance with the District's Policy..

CM understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. CM will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, WAYNE J. SJOLUND, certify that I am CM's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

PREMIER MANAGEMENT GROUP, INC.

By: Wayne Sjolund
Wayne Sjolund
President

Date: 7/18/22

END OF DOCUMENT



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Brailsford & Dunlavey, Inc.

Districtwide Intercom / Clock Systems Project

Dated: July 25, 2022

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of July 25, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Brailsford & Dunlavey, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the Various Districtwide Intercom/Clock Systems

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**
- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.

- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective upon final execution, and, except as otherwise provided herein, will continue in effect until September 30, 2022.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.
- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing

with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.

- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization

is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Project Director: Olakunle Gbadamosi
 - Project Manager: Samer Nasser
 - Project Engineer: TBD
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
 - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed Four Hundred Seventy-Two Thousand Seven Hundred Eighty Dollars (\$472,780) for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional

manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.

- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“the Indemnified Parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM’s own expense, including attorneys’ fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM’s obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM’s obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. “Cat calls” or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District’s property. No students, staff, visitors or contractors are to use drugs on District’s property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District

that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in

connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for

amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Dept

CM:

Brailsford & Dunlavey
101 Metro Drive, Ste 330
San Jose, CA 95110
ATTN: Mark Newton

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. [RESERVED]

ARTICLE 29. District's Right to Audit

- 29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BRAILSFORD & DUNLAVEY, INC.

By: _____
Rose Ramos
Chief Business Officer

By: Willard L. Mangrum
Willard L. Mangrum
Executive Vice President

Date: _____

Date: 8/2/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.
- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.

- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:

- 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
- 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
- 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.
- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.

- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures.

Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

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EXHIBIT "B"
CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$295
Project Engineer(s)	\$160
Project Manager	\$175

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"
SCHEDULE OF WORK

Attached.

BRAILSFORD & DUNLAVEY

Brailsford & Dunlavey, Inc.
INSPIRE. EMPOWER. ADVANCE.

SITE		FY 22-23																								4/26/2022																			
Misc. Sites		PROJECTED HOURS												PROJECTED FEE																															
Schedule	Phase I	Procurement/PS	Award	Design/Scope	DSA	Bid	TOTALS	Procurement/PS	Award	Design/Scope	DSA	Bid	TOTALS	Procurement/PS	Award	Design/Scope	DSA	Bid	TOTALS	Procurement/PS	Award	Design/Scope	DSA	Bid	TOTALS																				
	Phase II	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May																				
Staff																																													
Vice President	\$ 360.00		16	16	4	4	4	4	4	4	4	4	4	84	\$ 4,720	\$ 4,720	\$ 4,720	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180																		
Project Director	\$ 295.00		0	0	12	40	40	40	20	20	20	20	40	312	\$ -	\$ -	\$ 3,940	\$ 11,800	\$ 11,800	\$ 11,800	\$ 5,900	\$ 5,900	\$ 5,900	\$ 5,900	\$ 11,800	\$ 11,800	\$ 14,000																		
Project Manager	\$ 175.00		0	0	0	0	0	0	0	0	0	0	40	40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000																		
Project Engineer	\$ 160.00		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																		
			0	0	12	40	40	40						\$ -	\$ -	\$ 3,540	\$ 11,800	\$ 11,800	\$ 11,800	\$ 11,800	\$ 5,900	\$ 5,900	\$ 5,900	\$ 18,800	\$ 18,800	\$ 130,820																			
Fee Breakdown		FY 23/24																																											
Schedule	Phase I	Award	Construction	Close Out	Bid	Construction	TOTALS	Award	Construction	Close Out	Bid	Construction	TOTALS	Award	Construction	Close Out	Bid	Construction	TOTALS	Award	Construction	Close Out	Bid	Construction	TOTALS																				
	Phase II	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May																				
Staff																																													
Vice President	\$ 360.00		4	4	4	4	4	4	4	4	4	4	4	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180																				
Project Director	\$ 295.00		40	60	60	60	40	40	40	40	40	20	20	480	\$ 11,800	\$ 17,700	\$ 17,700	\$ 17,700	\$ 11,800	\$ 11,800	\$ 11,800	\$ 11,800	\$ 11,800	\$ 5,900	\$ 5,900	\$ 5,900																			
Project Manager	\$ 175.00		20	40	40	40	40	20	20	20	20	40	40	400	\$ 3,500	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 7,000	\$ 7,000	\$ 7,000																			
Project Engineer	\$ 160.00		60	140	140	140	120	120	60	\$ 15,300	\$ 31,100	\$ 31,100	\$ 31,100	\$ 25,200	\$ 25,200	\$ 15,300	\$ 15,300	\$ 15,300	\$ 12,900	\$ 12,900	\$ 12,900	\$ 29,700	\$ 29,700	\$ 29,700																					
Fee Breakdown		FY 24-25																																											
Schedule	Phase I	Construction	Close Out	TOTALS	Construction	Close Out	TOTALS	Construction	Close Out	TOTALS	Construction	Close Out	TOTALS	Construction	Close Out	TOTALS	Construction	Close Out	TOTALS	Construction	Close Out	TOTALS	Construction	Close Out	TOTALS																				
	Phase II	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May																				
Staff																																													
Vice President	\$ 360.00		4	4	4	4	0	0	0	0	0	0	0	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,900																			
Project Director	\$ 295.00		20	20	20	20	0	0	0	0	0	0	80	\$ 5,900	\$ 5,900	\$ 5,900	\$ 5,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,600																			
Project Manager	\$ 175.00		40	40	40	20	20	0	0	0	0	0	160	\$ 7,000	\$ 7,000	\$ 7,000	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,600																			
Project Engineer	\$ 160.00		40	40	40	0	0	0	0	0	0	0	120	\$ 6,400	\$ 6,400	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,200																			
			100	100	100	40	20	0	0	0	0	0	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00	\$ 9,400.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,700																			
																								Reimbursables			\$ 7,500.00																		
																								TOTAL FIXED FEE AMOUNT			\$ 472,780.00																		

EXHIBIT "D"
FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: SCUSD-Districtwide Intercom/Clock Systems Project, between the Sacramento City Unified School District ("District") and Brailsford & Dunlavey, Inc. ("CM").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

BRAILSFORD & DUNLAVEY

By: Willard L. Mangrum
Willard L. Mangrum
Executive Vice President

Date: 8/2/2022

EXHIBIT "F"
COVID-19 VACCINATION/TESTING CERTIFICATION

Construction Manager ("CM"): Brailsford & Dunlavey, Inc.

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, CM certifies that personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with CM and will undergo weekly diagnostic testing in accordance with the District's Policy..

CM understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. CM will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, Will Mangrum, certify that I am CM's Executive Vice President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

BRAILSFORD & DUNLAVEY, INC.

By: Willard L. Mangrum

Willard L. Mangrum
Executive Vice President

Date: 8/2/2022

END OF DOCUMENT

**MEMORANDUM OF UNDERSTANDING BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STUDENT SUPPORT & HEALTH SERVICES**

AND

Stanford Youth Solutions “dba” Stanford Sierra Youth & Families

This Memorandum of Understanding is between Sacramento City Unified School District (SCUSD) Student Support & Health Services and Stanford Youth Solutions dba Stanford Sierra Youth & Families (SSYAF), hereinafter referred to as the "Parties", in order to provide increased access to mental health services and psychoeducational support to students and families in SCUSD schools. It is expressly understood and agreed by all participants as follows:

I. Purpose

The purpose of the MOU is to establish a formal working relationship between SCUSD and SSYAF, and to set forth the operative conditions which will govern this partnership to provide and coordinate services to students and families of SCUSD schools.

II. Description of Program Services

The goal of the partnership is to increase access to mental health services for students. The program's objectives are to:

1. Increase awareness of mental health services and supports available for youth and families.
2. Reduce barriers and improve timely access to appropriate and comprehensive mental health services and supports for the children/youth and their families.
3. Leverage community based and educational settings as natural partners in the prevention and treatment of mental health concerns among youth and families served.
4. Address mental health concerns that interfere with student's health, well-being, and academic success.
5. Promote pro-social skills for healthy youth development that results in increased academic engagement and school readiness.
6. Provide innovative school based mental health services and support to help close educational equity gaps among students of color.

SSYAF’s school based mental services provide therapeutic interventions and support services to students both in-person and in virtual environments. We provide individual and group services and are available for consultation with teaching staff on managing difficult behaviors in the classroom setting.

If a student is Medi-Cal eligible and identified as needing mental health services, the school will work with the parent to access services through Sacramento County Mental Health Access Team. With a County Access referral, treatment services may include social rehabilitation, collateral services, group therapy, group rehabilitation, case management, and crisis intervention services as needed or necessary.

III. Terms

This Memorandum of Understanding will operate from the day of signatures to June 30, 2025, and is renewable thereafter every three years unless either party gives written termination.

IV. Responsibilities

A. SCUSD will:

1. Facilitate promotion of the School Based Wellness Partnership project with school staff, students and families.
2. Recognize SSYAF as an approved referral agency for community-based mental health services for youth.
3. Support each schools' efforts to connect students to mental health treatment services provided through Sacramento County’s Children’s System of Care Model Partnership.
4. Provide space within each participating school for services delivery, if applicable.
5. Support cross training between mental health and school personnel.

B. SSYAF will provide:

1. Share a team of professional staff and agency leadership to meet the objectives of this partnership.
2. Deliver supports that are age and culturally appropriate and that are proven effective with Sacramento County students. In providing these services, a top priority will be supporting students with individualized plans and working with teachers, parents, and counselors to ensure students succeed both in and out of the classroom.

3. Provide support services so students and their families are better connected to mental health services and communication between parents and the schools is enhanced and supported.
4. Respond to referrals made by SCUSD school personnel, parents and other partners in a timely manner, including no more than 10 business days after receiving referral through Sacramento Access.
5. Explain to parents their and their child's rights to confidentiality, their rights to participate or not participate in services.

V. Location

In response to the COVID-19 pandemic, SSYAF is able to provide both in-person and tele-health services.

VI. Problem Resolution

SSYAF is a Sacramento County funded agency and, as such, abides by problem resolution policies designed by them. Parents are given problem resolution/grievance brochures and a client handbook. Content is explained and staff assistance is provided if requested or needed.

In the event of a dispute between SCUSD and SSYAF, resolution will be attempted between the Director of Student Support & Health Services, the school Principal, and the Chief Executive Officer or designee of SSYAF. If further negotiation is necessary, the Sacramento County Contract Monitor will be included in reaching resolution.

VII. Independent Status

This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.

VIII. DOJ Background checks and Fingerprinting Requirements

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

SSYAF will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). SSYAF shall provide continuous monitoring

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

IX. 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.

X. Insurance

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

XI. Termination Clause

Either party may terminate this MOU in thirty (30) days upon written notice of intention to terminate the agreement.

COVID-19 Vaccination/Testing Requirements

Vaccination Requirements

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto as **Attachment "A."**

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) A photo of a Vaccination Record Card as a separate document;
- (c) A photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) Documentation of COVID-19 vaccination from a health care provider;
- (e) Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who are unvaccinated or who are not fully vaccinated and have filed a valid exemption with Contractor are required to undergo diagnostic screening testing, as specified below:

(a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

[ATTACHMENT "A" ON NEXT PAGE]

**ATTACHMENT “A”
COVID-19 VACCINATION/TESTING CERTIFICATION**

Contractor: _____

The California Department of Public Health (“CDPH”) requires, pursuant to its August 11, 2021, Order (“Order”), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District (“SCUSD”) approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, “all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities” must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, Contractor certifies that personnel providing services at District’s Project site(s):

- i. Have all been fully vaccinated in accordance with District policy.
- ii. Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Contractor and will undergo weekly diagnostic testing in accordance with District policy.

Contractor understands that the District’s Project site will need to comply with the CDPH Order’s COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Contractor's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Sacramento City Unified School District

Stanford Youth Solutions "dba"
Stanford Sierra Youth & Families

Rose Ramos
Chief Business Officer

Dr. Laura Heintz, Chief Executive Officer
Date: _ Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
INTEGRATED SUPPORT SERVICES
AND
RIVER OAK CENTER FOR CHILDREN**

This Memorandum of Understanding is between SCUSD Integrated Support Services (SCUSD) and River Oak Center for Children (ROCC), hereinafter referred to as the "Parties", in order to provide school-based outpatient mental health services to students and families in SCUSD schools. It is expressly understood and agreed by all participants as follows:

I. Purpose

The purpose of the MOU is to establish a formal working relationship between SCUSD and River Oak Center for Children and set forth the operative conditions which will govern this partnership to provide and coordinate services to students and families of SCUSD schools.

II. Description of Program Services

River Oak Center for Children will provide mental health services to students.

Each school will screen and process mental health referrals through Sacramento County Child and Family Access Team.

Mental health services provided shall include individual therapy, family therapy, social rehabilitation, collateral services, group therapy, group rehabilitation, case management, medication support, and crisis intervention services as needed or necessary.

Services may be provided at school, in the home, in the agency and in the community with the goal to ameliorate mental health problems, which interfere with the students' satisfactory/successful functioning in the home, school and/or community.

The length, type and duration of mental health services shall be defined in the Assessment and Treatment Plan. Length of service will be based on clinical need as determined by the case carrying clinician in collaboration with the child/youth/family, but will not exceed the Access Team authorization.

A release of information signed by the parent or legal guardian will be obtained by SCUSD, if possible. If this is not able to be obtained, the River Oak clinician will obtain this release before information is shared between the two parties.

River Oak Center for Children's clinician is responsible for each student's file which is kept separate from school records at River Oak's certified site. River Oak follows all county, state, and federal regulations on security of client records.

III. Terms

This Memorandum of Understanding will operate from the day of signatures to June 30, 2025, and is renewable thereafter every three years unless either party gives written termination.

IV. Responsibilities

A. SCUSD will provide:

1. Appropriate referrals to River Oak Center for Children via Sacramento County Child and Family Access Team.
2. A Case Manager to provide support to families assigned to the mental health clinician.
3. A counseling space with both visual and auditory privacy that can be locked.
4. A telephone.
5. A locked file cabinet.
6. Janitorial Services.
7. Duplicating and faxing as needed.
8. Wi-Fi access

B. River Oak Center for Children will provide:

1. Master level mental health clinician or a master level student under supervision of a licensed mental health clinician.
2. Clinician will attend school site staff meetings at school sites as requested and/or agreed upon when available.
3. Clinician will provide intervention services at the school, in the home and the community.
4. Clinician will maintain all required documentation and will follow all county, state, and federal regulations on security of client records.
5. Clinician will consult with school staff regarding client by request or as needed, if family consents.
6. Clinician will attend client's SST's, IEP's, MDT's and case conferences as requested and/or as needed when clinician is available, if family consents.

V. Location and Hours of Service

Clinician will work year-round. Clinician will be at school sites as needed or arranged for client needs.

VI. Problem Resolution

River Oak Center for Children is a Sacramento County funded agency and, as such, abides by problem resolution policies designed by them. Parents are given problem resolution/grievance brochures and a client handbook. Content is explained and staff assistance is provided if requested or needed.

In the event of a dispute between SCUSD and River Oak Center for Children, resolution will be attempted between the Director of Integrated Support Services, the school Principal, and the Chief Executive Officer or designee of River Oak Center for Children. If further negotiation is necessary, the Sacramento County Contract Monitor will be included in reaching resolution.

VII. Service Authorization

Initial authorization is issued by the Sacramento County Division of Behavioral Health Child and Family Access Team, with reauthorization following submission of reassessment prior to the expiration of the original authorization. Authorizations will be faxed to River Oak at which point they will be assigned to the River Oak Clinician assigned to the SCUSD School.

VIII. Public Announcements

All public announcements regarding River Oak Center for Children and SCUSD will identify Sacramento County Department of Health and Human Services, Division of Behavioral Health, as the funding source. All services provided by River Oak Center for Children at SCUSD schools are approved by Sacramento County.

IX. 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.

X. Insurance

Prior to commencement of services and during the life of this Agreement, River Oak Center for Children shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. River Oak Center for Children will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

IX. Termination Clause

Either party may terminate this MOU in thirty (30) days upon written notice of intention to terminate the agreement.

X. Independent Status

This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.

XI. DOJ Background checks and Fingerprinting Requirements

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

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

XII. Vaccination Requirements

As required by District and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. River Oak Center for Children agrees that any employee it provides to District shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon River Oak Center for Children's receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, River Oak Center for Children agrees such individuals must undergo diagnostic screening testing at least once weekly and River Oak Center for Children

shall provide evidence of same to District on a weekly basis or as otherwise agreed upon by District and River Oak Center for Children. District shall provide River Oak Center for Children’s employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities. Failure to adhere to the terms of this provision is grounds for termination of the agreement.

COVID-19 Vaccination/Testing Requirements

Vaccination Requirements

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto as **Attachment “A.”**

According to the August 11, 2021, California Department of Public Health (“CDPH”) State Public Health Officer Order (“Order”), a person is “fully vaccinated” for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
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- (d) Documentation of COVID-19 vaccination from a health care provider;
- (e) Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who are unvaccinated or who are not fully vaccinated and have filed a valid exemption with Contractor are required to undergo diagnostic screening testing, as specified below:

(a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

[ATTACHMENT "A" ON NEXT PAGE]

**ATTACHMENT “A”
COVID-19 VACCINATION/TESTING CERTIFICATION**

Contractor: _____

The California Department of Public Health (“CDPH”) requires, pursuant to its August 11, 2021, Order (“Order”), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District (“SCUSD”) approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, “all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities” must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, Contractor certifies that personnel providing services at District’s Project site(s):

- i. Have all been fully vaccinated in accordance with District policy.
- ii. Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Contractor and will undergo weekly diagnostic testing in accordance with District policy.

Contractor understands that the District’s Project site will need to comply with the CDPH Order’s COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Contractor's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Sacramento City Unified School District

River Oak Center for Children.

Rose Ramos
Chief Business Officer

Laurie Clothier
Chief Executive Officer

Date: _____

Date: _____

FACILITIES LEASE

For all or a portion of the following Site:

Kit Carson International Academy Reroofing and HVAC Replacement Project

Recorded Address: **5301 N St. Sacramento, CA 95819**

Physical Address: **5301 N St. Sacramento, CA 95819** APN:
008-0010-001-0000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

CORE Construction, Inc.
DBA CORE Construction Management
11601 Blocker Drive# 215
Auburn, CA 95603

Dated as of July, 5th, 2022

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Exhibits A - H

FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of **July 5th, 2022** ("Effective Date"), is made and entered into by and between **CORE Construction, Inc. DBA CORE Construction Management** ("Developer"), a California corporation duly organized and existing under the laws of the State of California, as sublessor, and Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

RECITALS

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease a site to a developer and to have that developer develop and construct the project on the site and to lease back to the District the completed project and site; and

WHEREAS, on the date hereof, the District has leased to Developer, a parcel of land located at **5301 N St., Sacramento, CA 95819, known as Kit Carson International Academy**, particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference ("Site"); and

WHEREAS, District and Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Site to Developer ("Site Lease"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the Site which will include construction of improvements to be known as the **Kit Carson International Academy Reroofing and HVAC Replacement Project** ("Project"); and

WHEREAS, District has retained **Lionakis Architects** ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") and to act as the Design Professional in General Responsible Charge for the Project; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the completed Project and site from Developer and if necessary, make Lease Payments; and

WHEREAS, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously; and

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of Developer was conducted in a fair and impartial manner;
and

WHEREAS, Developer has reviewed the Lease Documents; and

WHEREAS, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent to exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Facilities Lease; and

WHEREAS, Developer is authorized to lease the Site as lessee and to develop the Project by constructing the Project on the Site and to lease the completed Project and Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. Definitions

In addition to the terms and entities defined above or in subsequent provisions, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1 "Developer" or "Lessor" means CORE Construction, Inc. DBA CORE Construction Management, a [California corporation], organized and existing under the laws of the State of California, Contractor's license number 954885 issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code, and its successors and assigns.

1.2 "Developer's Representative" means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.

1.3 "Contract Documents" are defined in **Exhibit D** to this Facilities Lease.

1.4 "District" or "Lessee" means the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California.

1.5 "District Representative" means the Superintendent of the District, or any other person authorized by the Governing Board of the District to act on behalf of the District under or with respect to this Facilities Lease.

1.6 "Permitted Encumbrances" means, as of any particular time:

1.6.1 Liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

1.6.2 The Site Lease.

1.6.3 This Facilities Lease.

1.6.4 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.

1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Site.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

2.1 Exhibit A - Legal Description of the Site: The description of the real property constituting the Site.

2.2 Exhibit B - Description of the Project: The map or diagram depiction of the Project.

2.3 Exhibit C - Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions: A detailed description of the Guaranteed Maximum Price and the provisions related to the payment of that amount to Developer, including Attachment 3, the Schedule of Lease Payments and Payoff Dates and Amounts.

2.4 Exhibit D - General Construction Provisions: The provisions generally describing the Project's construction.

2.5 Exhibit D-1 – Special Conditions Provisions: The provisions describing conditions specific to the Project's construction.

2.6 Exhibit E - Memorandum of Commencement Date: The Memorandum which will memorialize the commencement and expiration dates of the Lease Term.

2.7 Exhibit F - Construction Schedule

2.8 Exhibit G – Schedule of Values

2.9 Exhibit H – Project Labor Agreement

3. Lease of Project and Site

3.1 Developer hereby leases the completed Project to the District, and the District hereby leases said completed Project and Site from Developer upon the terms and conditions set forth in this Facilities Lease.

3.2 The leasing by Developer to the District of the completed Project and Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall

continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throughout the Term thereof and the Term of this Facilities Lease.

3.3 As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

4.1 Facilities Lease is Legally Binding

This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The "Term" of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the date when Developer delivers possession of the Project to District and when all improvements to be provided by Developer are determined by the District to be completed as set forth in **Exhibit D** to this Facilities Lease.

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate one (1) year thereafter or upon payment of the final lease payment.

4.2 After Developer has completed construction of the Project and the District has accepted the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement date of the Lease Payments and expiration date of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Lease Payment obligations.

4.3 The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

4.3.1 An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein; or

4.3.2 An Event of Default by Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein; or

4.3.3 Consummation of the District's purchase option pursuant to the Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Maximum Price Provisions"); or

4.3.4 A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein; or

4.3.5 Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

5. Payment

In consideration for the lease of the completed Project and Site by Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C**.

6. Title

6.1 During the Term of this Facilities Lease, the District shall hold fee title to the Site, including the Project, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

6.2 During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Site pursuant to the Site Lease.

6.3 During the Term of this Facilities Lease, Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.

6.4 If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Maximum Price Provisions indicated in **Exhibit C**, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

7. Quiet Enjoyment

Upon District's possession of the Project, Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Developer, except as otherwise may be set forth in this Facilities Lease. Developer will, at the request of the District and at Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Developer may lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Site as provided herein.

8. Representations of the District

The District represents, covenants and warrants to Developer as follows:

8.1 Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

8.2 Authorization

The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

8.3 No Violations

Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

8.4 Condemnation Proceedings

8.4.1 District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

8.4.2 If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Developer shall be as indicated in this Facilities Lease.

9. Representations of Developer

Developer represents, covenants and warrants to the District as follows:

9.1 Due Organization and Existence

Developer is a California company duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

9.2 Authorization

Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

9.3 No Violations

Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any

agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Site, except Permitted Encumbrances.

9.4 No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

9.5 No Encumbrances

Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Site, and shall not mortgage or encumber the Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

9.6 Continued Existence

Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

9.6.1 Eighteen (18) months following completion of the Project.

9.6.2 One (1) year following expiration or earlier termination of the Term.

9.6.3 After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project.

While the lease documents are in effect, Developer shall give District one hundred twenty (120) days written notice prior to dissolving or terminating the legal existence of Developer.

10. Preconstruction Services

10.1 Scope of the Preconstruction Services

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

10.1.1 General Services

10.1.1.1 Developer shall attend meetings between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.

10.1.1.2 Developer shall assist the Architect with making formal presentations to the governing board of District. Such assistance is anticipated to include floor plans and elevations necessary for any architectural presentation.

10.1.1.3 Developer shall prepare a rough schedule in a format acceptable to District, and update as necessary.

10.1.1.4 Developer shall prepare and update the components of the Guaranteed Maximum Price and shall be primarily responsible for ensuring that the Project can and is constructed for no more than that amount.

10.1.1.5 While the Architect is anticipated to provide primary assistance, Developer shall assist District with City land use issues.

10.1.1.6 Architect shall act as lead and Developer will assist District and Architect with DSA review, input, and timeframe for same.

10.1.1.7 Architect shall act as lead and Developer will assist with review and comment upon geotechnical / soils investigation and report.

10.1.1.8 Architect shall act as lead and Developer will assist with review and comment upon survey of the Site for the Project.

10.1.1.9 When requested, Developer will prepare meeting minutes.

10.1.1.10 Prepare schedule for preconstruction deliverables, subject to District's approval, and provide preconstruction deliverables within time frames of approved preconstruction schedule.

10.1.2 Review of Design Documents.

10.1.2.1 Review Project design and budget with District and Architect based on the 100% Construction Documents submitted to DSA to:

10.1.2.1.1 Provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

10.1.2.1.2 Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

10.1.2.1.3 Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

10.1.2.1.4 Provide plan review.

10.1.2.1.5 Value-engineering. Prepare a value-engineering report for District review and approval that:

10.1.2.1.5.1 Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

10.1.2.1.5.2 Provides detailed estimate for proposed value-engineering items;

10.1.2.1.5.3 Defines methodology or approaches that maximize value; and

10.1.2.1.5.4 Identifies design choices that can be more economically delivered.

10.1.2.1.6 Constructability Review. Prepare detailed interdisciplinary constructability review within Fourteen (14) days of receipt of the plans from the District that:

10.1.2.1.6.1 Ensures construction documents are well coordinated and reviewed for errors;

10.1.2.1.6.2 Identifies to the extent known, construction deficiencies and areas of concern;

10.1.2.1.6.3 Back-checks design drawings for inclusion of modifications; and

10.1.2.1.6.4 Provides the District with written confirmation that:

10.1.2.1.6.4.1 Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards.

10.1.2.1.6.4.2 Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

10.1.2.2 Confirm Modifications to Design Drawings. If the District accepts Developer's comments, including the value-engineering and/or constructability review comments, review the design documents to

confirm that those comments are properly incorporated into the final design documents.

In doing so, it is recognized that Developer is not acting in the capacity of a licensed design professional, and that Developer's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Developer's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Developer's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations.

10.1.3 Budget of Project Costs.

10.1.3.1 At each stage of plan review indicated above, Developer will update and refine the budget of the Guaranteed Maximum Price based on the most recent set of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Maximum Price established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

In each budget of the Guaranteed Maximum Price, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Maximum Price shall include, at a minimum, the following information divided into at least the following categories for each site:

10.1.3.1.1 Overhead and profit;

10.1.3.1.2 Supervision;

10.1.3.1.3 General conditions;

10.1.3.1.4 Layout & Mobilization (not more than 1%);

10.1.3.1.5 Submittals, samples, shop drawings (not more than 3%);

10.1.3.1.6 Bonds and insurance (not more than 2%);

10.1.3.1.7 Close-out documentation (not less than 3%);

10.1.3.1.8 Demolition;

10.1.3.1.9 Installation;

10.1.3.1.10 Rough-in;

10.1.3.1.11 Finishes;

10.1.3.1.12 Testing;

10.1.3.1.13 Owner and Maintenance Manuals; and

10.1.3.1.14 Punchlist and District acceptance.

10.1.4 Construction Schedule and Phasing Plan

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiple phases and interrelations of design, constructability review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the construction activities. Developer shall further investigate, recommend and prepare a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

10.1.5 Construction Planning and Bidding

10.1.5.1 For all of Developer's activities relating to construction planning and bidding, Developer shall comply with all applicable legal requirements, including but not limited to those set forth in Education Code section 17406.

10.1.5.2 Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, Respondent may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

10.1.5.3 Attend meetings at the Site with the Architect and the design team as needed.

10.1.5.4 Provide plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.

10.1.5.5 Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.

10.1.5.6 Prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.

10.1.5.7 Review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

10.1.5.8 Conduct pre-bid conferences. Coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

10.1.5.9 DSA approved plans shall be utilized to receive subcontractor bids and develop the GMP in accordance with the

lease-leaseback agreement forms, including the requirement that Developer engage in competitive bidding for subcontractors for all scopes of work on the Project that constitute more than one half of one percent (0.5%) of the GMP. The District representative shall be present during the receipt of bids from subcontractors.

10.1.5.10 Each phase GMP shall be presented to the District in the following manner within a three ring binder as well as electronically on an external memory device such as a CD, USB drive, or other comparable device:

10.1.5.10.1 Cover sheet, signed by Developer indicating the GMP dollar amount with a certification, indicating that the GMP is all inclusive per the plans, specifications and addenda (contract documents). Also include certification stating, "Developer hereby certifies that they have reviewed all subcontractor proposals and whether the subcontractor excluded portions of their scope Developer has included all costs for a complete GMP in accordance with plans, specifications and addenda."

10.1.5.10.2 A bid tabulation sheet indicating the breakdown by subcontractor/trade along with the appropriate general condition amount, other fees (as submitted with the response to the RFQ/P).

10.1.5.10.3 Behind the bid tabulation sheet mentioned in subdivision 10.1.5.5.2 above should be a sheet that indicates what is included in the general conditions, which should match what was submitted in the response to the RFQ/P.

10.1.5.10.4 Copies of all subcontractor bids received divided by trade that corresponds to the final spread sheet with a cover sheet indicating the scope and subcontractors that provided bids as well as those that were asked to bid, but did not submit a proposal. This sheet should have the dollar amounts for each subcontractor that provided a bid with the first column being the proposed subcontractor for that trade.

10.1.5.10.5 Behind subdivision 10.1.5.5.4 above should be the bids for that trade with the proposed subcontractor bid on top and the other subcontractor bids in descending order based on best value score.

10.1.5.10.6 The minimum number of bona fide bids from contractors for a specific trade shall be as follows:

10.1.5.10.6.1 Two (2) bids for subcontracts up to One Hundred Thousand Dollars (\$100,000);

10.1.5.10.6.2 Three (3) bids for subcontracts over One Hundred Thousand Dollars (\$100,000).

10.1.5.10.7 If Developer intends to propose to self-perform portion(s) of the construction of the Project, it must receive the District's prior written approval. If approved, Developer must provide its pricing (its bid) to the District twenty-four (24) hours prior to Developer's receipt of Subcontractor bids for those portion(s) of the Work.

10.1.5.10.7.1 Regardless of the scope of work and not in any way reducing the number of Subcontractor bids based on the other requirements of the Contract Documents, the minimum number of bona fide bids from Subcontractors for scope(s) of Work that Developer is bidding to self-perform shall be Two (2) Bids, not including Developer's pricing/bid.

10.1.5.11 Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

10.1.5.12 Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

10.1.5.13 Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.

10.2 Schedule

Preconstruction services outlined above will commence on the date the District issues a Notice to Proceed with Preconstruction Services for the Agreement, and conclude upon approval of the Amendment to the Lease Agreements by District's Board, or termination of this Agreement by either party per the Agreement's terms. Any extension shall be subject to reasonable approval in writing by the Parties.

10.3 Ownership of Records

It is mutually agreed that all materials prepared by Developer under this Agreement shall become the property of the District and Developer shall have no property right therein whatsoever. Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement.

10.4 Open Book Policy

There will be an open book policy with Developer and its construction team. District shall have access to all subcontractor bids, value engineering back-up, contingency breakdown & tracking, and Developer fees.

10.5 Compensation to Developer for Preconstruction Services

District agrees to reimburse Developer in the total amount not to exceed **Fifteen Thousand DOLLARS (\$15,000.00)**, for the performance of services contemplated by this Agreement. Developer shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to and verification by the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event Developer and District continue with the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price ("GMP") to be paid to Developer by District.

Developer shall be responsible for any and all costs and expenses incurred by Developer, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project's Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the services contemplated by this Agreement.

10.6 Termination before Construction Phase

10.6.1 Before the notice to proceed with the Construction Phase is issued by the District, this Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Developer. In the event of such a termination by District, the District shall pay Developer for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Developer pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Developer for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to completed work and work in process that would best serve the District if a completed product was presented.

10.6.2 In the event that the Parties do not reach an agreement on the GMP, this Agreement will be terminated at that time. In the event of such a termination, the District shall pay Developer no more than the not to exceed amount in Section 10.5 above.

10.7 Construction Phase

Developer shall not commence work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code and for which Division of the State Architect approval is required can be performed before receipt of the required Division of the State Architect approval.

11. Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be **[Four Hundred Twenty Three Days] (423)** calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than **September 1st 2023** ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

Developer will provide a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand Five Hundred Dollars (\$ 1,500.00) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

11.1.5 Guaranteed Maximum Price

Developer will cause the Project to be constructed within the GMP as set forth and defined in the GMP provisions in **Exhibit C**, and Developer will not seek additional compensation from District in excess of that amount.

11.1.6 Modifications

If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs or time will be handled as a modification pursuant to the provisions of **Exhibit D**.

11.1.7 Labor Compliance Monitoring and Enforcement by Department of Industrial Relations

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Developer specifically acknowledges and understands that it shall perform the Work of this Contract while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code.

12. Maintenance

Following delivery of possession of the Project by Developer to District, the repair, improvement, replacement and maintenance of the Project and the Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all punch list items and warranties against defects in materials and workmanship of Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

13. Utilities

Following delivery of possession of the Project by Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service, data transmission, and all other utilities of any type shall be paid by District.

14. Taxes and Other Impositions

All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within forty-five (45) days after presentation of proof of payment by Developer.

15. Insurance

15.1 Developer's Insurance

Developer shall comply with the insurance requirements as indicated here and in **Exhibit D**.

15.1.1 Commercial General Liability and Automobile Liability Insurance

15.1.1.1 Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under the Project. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 00 01 11 88. Developer shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Developer shall procure and maintain these coverages separately.

15.1.1.2 Developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, unless approved in writing by District.

15.1.1.3 All such policies shall be written on an occurrence form.

15.1.2 Excess Liability Insurance

15.1.2.1 If Developer's underlying policy limits are less than required, subject to 15.1.2.3 below, Developer may procure and maintain, during the life of the Project, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in aggregate with its underlying policy, the insurance requirements herein.

15.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) in amounts and including the provisions as set forth in **Exhibit D** and/or the Supplementary Conditions (if any), and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

15.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Developer's primary limits to the minimum requirements herein.

15.1.3 Subcontractor

Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part, the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Developer except where smaller minimum limits are permitted as set forth below.

15.1.4 Workers' Compensation and Employer's Liability Insurance

15.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

15.1.4.2 Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employer's Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Developer's insurance. If any class of employee or employees engaged in Work on the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

15.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

15.1.5.1 Developer shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the

repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

15.1.6 Pollution Liability Insurance

15.1.6.1 Developer shall procure and maintain Pollution Liability Insurance that shall protect Developer, District, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Facilities Lease, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Developer shall procure and maintain these coverages separately.

15.1.6.2 Developer warrants that any retroactive date applicable to coverage under the policy shall predate the Effective Date of this Facilities Lease and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

15.1.6.3 If Developer is responsible for removing any pollutants from a site, then Developer shall ensure that Any Auto, including owned, non-owned, and hired, are included within the above policies and at the required limits, to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

15.1.7 Proof of Carriage of Insurance and Other Requirements Endorsements and Certificates

15.1.7.1 Developer shall not commence Work nor shall it allow any Subcontractor to commence Work on the Project, until Developer and its Subcontractor(s) have procured all required insurance and Developer has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

15.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

15.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

15.1.7.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

15.1.7.3 All endorsements, certificates and insurance policies shall state that District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

15.1.7.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

15.1.7.5 Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

15.1.7.6 Developer's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

15.1.7.7 No policy shall be amended, canceled, or modified, and the coverage amounts shall not be reduced, until Developer or Developer's broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

15.1.7.8 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Developer's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by Developer and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Facilities Lease. Such insurance must have the same coverage and limits as the policy that

was in effect during the term of this Facilities Lease, and will cover Developer and all Subcontractors for all claims made.

15.1.7.9 Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

15.1.7.10 All endorsements shall waive any right to subrogation against any of the named additional insureds.

15.1.7.11 All policies shall be written on an occurrence form.

15.1.7.12 All of Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

15.1.7.13 The insurance requirements set forth herein shall in no way limit Developer's liability arising out of or relating to the performance of the Work or related activities.

15.1.7.14 Failure of Developer and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Facilities Lease and constitute a Default by Developer pursuant to this Facilities Lease.

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15.1.8 Insurance Policy Limits

The limits of insurance shall not be less than the following amounts *and for those subcontractors whose subcontract does not exceed \$1,000,000 shall not be less than the following amounts:*

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	Developer: \$2,000,000 per occurrence; \$4,000,000 annual aggregate Subcontractors: \$1,000,000 per occurrence; \$2,000,000 annual aggregate
Excess Liability		Developer: \$10,000,000 per occurrence; \$10,000,000 annual aggregate Subcontractors: \$1,000,000 per occurrence; \$2,000,000 annual aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$1,000,000 (limits may be met with Excess Liability Policy required herein) Subcontractors: \$1,000,000
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		\$1,000,000 Subcontractors: \$1,000,000
Builder’s Risk		Replacement Cost
Pollution Liability		\$2,000,000 per occurrence; \$2,000,000 annual aggregate

~~If Developer normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Developer hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.~~

Notwithstanding anything in this Facilities Lease to the contrary, the above insurance requirements may be modified as appropriate for subcontractors, with District's prior written approval.

15.2 District's Insurance

15.2.1 Rental Interruption Insurance

District shall at all times from and after District's acceptance of the Project, for the benefit of District and Developer, as their interests may appear, maintain rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the current or any future twenty-four (24) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance.

15.2.2 Property Insurance

District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

16. Indemnification and Defense

16.1 To the fullest extent permitted by California law, Developer shall indemnify, keep and hold harmless the District, the Architect(s) and Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees and costs, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by Developer or its Subcontractors, vendors and/or suppliers. However, Developer's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused wholly by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any law and/or provision of the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developers obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

16.2 To the furthest extent permitted by California law, Developer shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Facilities Lease by Developer, its Subcontractors, vendors, or suppliers. However, without impacting Developer's obligation to provide an immediate and ongoing defense of Indemnitees, Developer's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Developer proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Developer shall reimburse such Indemnitee for any expenditures. Developer's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Developer's defense obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. Developer shall give prompt notice to the District in the event of any Claim(s).

16.3 Without limitation of the provisions herein, if Developer's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, Developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

16.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Developer of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

16.5 In any and all Claims against any of the Indemnitees by any employee of Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

16.6 The District may retain so much of the moneys due to Developer as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from Developer that Developer will unconditionally defend the District, the Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

16.7 Developer's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

17. Eminent Domain

17.1 Total Taking After Project Delivery

If, following delivery of possession of the Project by Developer to District, all of the Project and the Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

17.1.1 The financial interest of Developer shall be limited to the amount of principal payments pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term. For example, if all of the Project and the Site is taken at the end of the third year of the Term, Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the GMP provisions indicated in **Exhibit C** that would have been owing for the fourth year through the end of the Term had there been no taking.

17.1.2 The balance of the award, if any, shall be paid to the District.

17.2 Total Taking Prior to Project Delivery

If all of the Project and the Site is taken permanently under the power of eminent domain and Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Developer shall be the amount Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

17.3 Partial Taking

If, following delivery of possession of the Project by Developer to District, less than all of the Project and the Site is taken permanently, or if all of the Project and the Site or any part thereof is taken temporarily, under the power of eminent domain.

17.3.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

17.3.2 There shall be a partial abatement of any principal payments pursuant to the GMP provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the GMP provisions indicated in **Exhibit C**.

18. Damage and Destruction

If, following delivery of possession of all or a portion of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term.

19. Abatement

19.1 If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall Developer have the right to demand, the Lease Payments as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

19.2 The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the GMP provisions indicated in **Exhibit C**.

19.3 The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), eitherto:

19.3.1 Repair the Project to full use.

19.3.2 Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, and that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

19.3.3 Exercise the District's purchase optio *to **Exhibit D** to the Facilities Lease* n as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease.

19.4 The District shall notify Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

20. Access

20.1 By Developer

Developer shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

20.2 By District

The District shall have the right to enter upon the Site at all times. District shall comply with all safety precautions and procedures required by Developer.

21. Assignment, Subleasing

21.1 Assignment and Subleasing by the District

Any assignment or sublease by District shall be subject to all of the following conditions:

21.1.1 This Facilities Lease and the obligation of the District to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall remain obligations of the District; and

21.1.2 The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease.

21.2 Assignment by Developer

Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to the contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

22. Termination, Default And Suspension

22.1 Termination; Lease Terminable Only As Set Forth Herein

22.1.1 Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any necessary payments pursuant to the GMP provisions in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the GMP provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

22.1.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event

of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

22.1.3 Following completion of the Project, the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following completion of the Project, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

22.1.4 District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the GMP provisions indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

22.2 District's Request for Assurances

If District at any time reasonably believes Developer is or may be in default under this Contract, District may in its sole discretion notify Developer of this fact and request written assurances from Developer of performance of Work and a written plan from Developer to remedy any potential default under the terms of this Contract that the District may advise Developer of in writing. Developer shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Developer's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

22.3 District's Right to Terminate Developer for Cause

22.3.1 Grounds for Termination

The District, in its sole discretion, without prejudice to any other right or remedy, may terminate the Site Lease and Facilities Lease and/or terminate Developer's right to perform the work of the Facilities Lease based upon any of the following:

22.3.1.1 Developer refuses or fails to execute the Work or any separable part thereof; or

22.3.1.2 Developer fails to complete said Work within the time specified or any extension thereof; or

22.3.1.3 Developer persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or

22.3.1.4 Prior to completion of the Project, Developer is adjudged a bankrupt, files a petition for relief as a debtor, or a petition is filed against Developer without its consent, and the petition not dismissed within sixty (60) days; or

22.3.1.5 Prior to the completion of the Project, Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

22.3.1.6 Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

22.3.1.7 Developer fails to make prompt payment to Subcontractors, or for material, or for labor; or

22.3.1.8 Developer persistently disregards laws, or ordinances, or instructions of District as indicated in **Exhibit D**, or otherwise in violation of **Exhibit D**; or

22.3.1.9 Developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

22.3.1.10 Developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration.

22.3.2 Notification of Termination

22.3.2.1 Upon the occurrence at District's sole determination of any of the above conditions, or upon Developer's failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Developer and its Surety of District's termination of this Facilities Lease and/or Developer's right to perform the Work of this Facilities Lease. This notice will contain the reasons for termination.

22.3.2.2 Unless, within fifteen (15) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Facilities Lease and the Site Lease shall cease and terminate; provided, however, if the failure stated in the notice cannot be corrected within fifteen (15) days after the service of notice, District

may consent to an extension of time, provided Developer instituted and diligently pursued corrective action within the applicable fifteen (15)-day period and until the violation is corrected. Upon District determination, Developer shall not be entitled to receive any further payment until the entire Work is finished.

22.3.2.3 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

22.3.2.3.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Facilities Lease; and

22.3.2.3.2 Commences performance of this Facilities Lease within three (3) days from date of serving of its notice to District.

22.3.2.4 Surety shall not utilize Developer in completing the Project if the District notifies Surety of the District's objection to Developer's further participation in the completion of the Project. Surety expressly agrees that any developer which Surety proposes to fulfill Surety's obligations is subject to District's approval.

22.3.2.5 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Developer and/or its Surety. Developer and its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Facilities Lease. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work all materials, appliances, plan, and other property belonging to Developer as may be on the Site of the Work, in bonded storage, or previously paid for.

22.3.3 Effect of Termination

22.3.3.1 If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Site and any improvements built upon the Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the GMP provisions indicated in **Exhibit C**, less any damages incurred by District due to Developer's default, acts, or omissions.

22.3.3.2 The District shall retain all rights it possesses pursuant to this Facilities Lease including, without limitation.

22.3.3.2.1 The right to assess liquidated damages due because of any project delay; and

22.3.3.2.2 All rights the District holds to demand performance pursuant to Developer's required performance bond.

22.3.3.3 Developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. Developer and its Surety shall be liable upon the performance bond for all damages caused the District by reason of Developer's failure to complete the Work under this Facilities Lease.

22.3.3.4 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to Developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

22.3.3.5 In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

22.3.3.6 In the event that the Site Lease and Facilities Lease are terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by Developer or any impact or impairment of Developer's bonding capacity.

22.3.3.7 If the expense to the District to finish the Work exceeds the unpaid Guaranteed Maximum Price, Developer and Surety shall pay difference to District within twenty-one (21) days of District's request. District may apply any amounts otherwise due to Developer to this difference.

22.3.3.8 The District shall have the right (but shall have no obligation) to assume and/or assign to a replacement contractor or construction manager, or other third party who is qualified and has sufficient resources to complete the Work, the rights of Developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Facilities Lease. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, Developer shall execute and deliver all documents

and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

22.3.3.9 All payments due Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of Developer.

22.3.3.10 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

22.4 Termination of Developer for Convenience

22.4.1 District in its sole discretion may terminate the Facilities Lease in whole or in part upon three (3) days written notice to Developer.

22.4.2 Upon notice, Developer shall:

22.4.2.1 Cease operations as directed by the District in the notice;

22.4.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

22.4.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

22.4.3 Within 30 days of the notice, Developer shall submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Developer's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Developer shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

22.4.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

22.5 Developer Remedies Upon District Default

22.5.1 Events of Default by District Defined

The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default," whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only mean one or more of the following events:

22.5.1.1 Failure by the District to pay payments required pursuant to the GMP provisions in **Exhibit C**, and the continuation of this failure for a period of forty-five (45) days.

22.5.1.2 Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Developer shall not withhold its consent to an extension of time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

22.5.2 Remedies on District's Default

If there has been an Event of Default on the District's part, Developer may exercise any and all remedies granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the GMP provisions in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

22.5.2.1 Developer may rescind its leaseback of the Project to the District under this Facilities Lease and re-rent the Project and Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project and Site, which shall be:

22.5.2.1.1 An amount determined by a mutually-agreed upon appraiser; or

22.5.2.1.2 If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project and Site, both prepared by MAI-certified appraisers.

22.5.2.2 District's obligation to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall be:

22.5.2.2.1 Increased by the amount of costs, expenses, and damages incurred by Developer in re-renting the Project and Site; and

22.5.2.2.2 Decreased by the amount of rent Developer receives in re-letting the Project and Site.

22.5.2.3 District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project and Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right

to re-rent the Project and Site shall vest in Developer as indicated herein.

22.5.3 District's Continuing Obligation

Unless there has been damage, destruction, a Taking, or Developer has acted, failed to act, or is in default as indicated above providing District with the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the GMP provisions in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner therein provided.

22.5.4 No Remedy Exclusive

No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Developer to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

22.6 Emergency Termination Pursuant to Public Contracts Act of 1949

22.6.1 This Facilities Lease is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

22.6.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

22.6.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

22.6.2 Compensation to Developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price may control. The District, at its sole discretion, may adopt the Schedule of Values Price as the value of the work done or any portion thereof.

22.7 Suspension of Work

22.7.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to Developer.

22.7.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

22.7.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Developer is responsible; or

22.7.1.1.2 That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

22.7.1.1.3 That the suspension of Work was the direct or indirect result of Developer's failure to perform any of its obligations hereunder.

22.7.1.1.4 The delay could not have been avoided or mitigated by Developer's reasonable diligence.

22.7.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order in **Exhibit D**. This amount shall be full compensation for all Developer's and its Subcontractor(s)' changes in the cost of performance of the Facilities Lease caused by any such suspension, delay or interruption.

23. Limitation of District Liability

District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

24. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit

with an overnight delivery service with proof of actual delivery:

If to District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Tina Alvarez-Bevens

With a copy to:

Deidree Sakai, Esq.
Dannis Woliver Kelley
200 California Street, Suite 400
San Francisco, CA 94111

If to Developer:

CORE Construction, Inc.
DBA CORE Construction Management
11601 Blocker Drive# 215
Auburn, CA 95603
Attn: Seth Maurer

Developer and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

25. Binding Effect

This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and District and their respective successors, transferees and assigns.

26. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

27. Severability

In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of the invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

28. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

29. Net-Net-Net Lease

This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the GMP provisions in **Exhibit C** shall be an absolute net return to Developer, free and clear of any expenses, charges or set-offs.

30. Execution in Counterparts

This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

31. Developer and District Representatives

Whenever under the provisions of this Facilities Lease the approval of Developer or the District is required, or Developer or the District is required to take some action at the request of the other, the approval or request shall be given for Developer by Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

32. Applicable Law

This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the Site is located.

33. Attorney's Fees

If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

34. Captions

The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Facilities Lease.

35. Prior Agreements

This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any matter shall be effective for any purpose.

36. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

37. Recitals and Exhibits Incorporated

The Recitals set forth at the beginning of this Facilities Lease and the attached Exhibits are hereby incorporated into its terms and provisions by this reference.

38. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

39. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing that obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes, or lockouts, and that non-performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

40. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: July 5th, 2022

Dated: July 5th, 2022

Sacramento City Unified School District

CORE Construction, Inc.
DBA CORE Construction Management

By: _____

By: 

Name: Rose Ramos

Name: Seth Maurer

Title: CBO

Title: Vice President

SITE LEASE

For all or a portion of the following Site:

Kit Carson International Academy Reroofing and HVAC Replacement Project

Recorded Address: **5301 N St. Sacramento, CA 95819**

Physical Address: **5301 N St. Sacramento, CA 95819**

APN: 008-0010-001-0000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

CORE Construction, Inc.
DBA CORE Construction Management
11601 Blocker Drive# 215
Auburn, CA 95603

Dated as of July 5th, 20 2022

SITE LEASE

This site lease ("Site Lease") dated as of **July 5th, 2022** ("Effective Date"), is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and **CORE Construction, Inc. DBA CORE Construction Management** ("Developer"), a California corporation duly organized and existing under the laws of the State of California, as lessee (together, the "Parties").

RECITALS

WHEREAS, the District currently owns a parcel of land located at **5301 N St. Sacramento, CA 95819, known as Kit Carson International Academy**, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("Site"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the Site, including construction of improvements to be known as the **Kit Carson International Academy Reroofing and HVAC Replacement Project** ("Project"); and

WHEREAS, as more particularly described in the Facilities Lease between the Parties dated as of the Effective Date, the Developer agrees to perform the work of the Project and lease the completed Project and Site back to the District ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Developer and by immediately entering into the Facilities Lease under which District will construct the Project and lease back the completed Project and Site from Developer; and

WHEREAS, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

WHEREAS, this Site Lease and Facilities Lease are awarded based on a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, based on the above findings, the District is authorized under Education Code section 17406 to lease the Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the completed Project and Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease; and

WHEREAS, Developer as lessee is authorized and competent to lease the Site from District and to develop and cause the construction of the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions

Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.

2.1. Exhibit A - Legal Description of the Site: The legal description of the real property constituting the Site.

2.2. Exhibit B - Description of the Project: The map or diagram depiction of the Project on the Site.

3. Lease of the Site

The District hereby leases to the Developer, and the Developer hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project and Site

The Parties agree that the completed Project and Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.

5. Term

The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.

6. Payment

In consideration for the lease of the Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the District upon execution of this Site Lease.

7. Termination

7.1. Termination Upon Purchase of Project

If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination of the Facilities Lease.

7.2. Termination Due to Default by Developer

If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

7.3. Termination Due to Default by District

If District defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:

7.3.1. Take possession of the Site.

7.3.2. If it deems it appropriate, cause appraisal of the Site and a study of the then reasonable uses thereof.

7.3.3. Re-let the Site; and

7.3.4. Stop all Work associated with the Site Lease.

8. Title to Site

During the term of this Site Lease, the District shall hold fee title to the Site, including the Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the Site.

9. Improvements

Title to all improvements made on the Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

10. No Merger

The leaseback of the completed Project and Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Site, and the Developer shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term hereof.

11. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.

12. Quiet Enjoyment

Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

13. Waste

The Developer agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

14. Further Assurances and Corrective Instruments

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

15. Representations of the District

The District represents, covenants and warrants to the Developer as follows:

15.1. Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

15.2. Authorization

The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

15.3. No Violations

To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge

or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

15.4. CEQA Compliance

The District has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

15.5. Condemnation Proceedings

15.5.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

15.5.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

15.6. Use and Zoning

To the best of the District's actual knowledge, the Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

15.7. Taxes

To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

16. Representations of the Developer

The Developer represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence

The Developer is a [California company] duly organized and existing under the laws of the State of [California], has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization

The Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

16.3. No Violations

Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developer, or upon the Site, except for Permitted Encumbrances.

16.4. No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation

There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity

The Developer and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

18. Assignment and Subleasing

This Site Lease may be assigned and/or the Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.

19. Restrictions on District

The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.

20. Liens and Further Encumbrances

Developer agrees to keep the Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.

21. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Tina Alvarez-Bevens

With a copy to:

Deidree Sakai, Esq.
Dannis Woliver Kelley
200 California Street, Suite 400
San Francisco, CA 94111

If to Developer:

CORE Construction, Inc.
DBA CORE Construction Management
11601 Blocker Drive# 215
Auburn, CA 95603
Attn: Seth Maurer

22. Binding Effect

This Site Lease shall inure to the benefit of and shall be binding upon the Developer and the District and their respective successors and assigns.

23. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

24. Severability

In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

25. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

26. Obligations Absolute

The Developer agrees that the obligations of the Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

27. Execution in Counterparts

This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

28. Developer and District Representatives

Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Developer by the Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

29. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the Site is located.

30. Attorney's Fees

If either party brings an action or proceeding involving the Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

31. Captions

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

32. Prior Agreements

This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

33. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

34. Recitals Incorporated

The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.

35. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

36. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, or strikes or lockouts, and such non-performance will not be a default hereunder or a grounds for termination of this Site Lease.

37. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Site Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: July 5th, 2022

Dated: July 5th, 2022

Sacramento City Unified School District

CORE Construction, Inc.
DBA CORE Construction Management

By: _____

By: 

Name: Rose Ramos

Name: Seth Maurer

Title: CBO

Title: Vice President