SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: April 21, 2016

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Career & College Ready Students; Safe, Clean & Healthy Schools

Documents Attached:
1. Other Agreements
2. Recommended Bid Awards – Facilities Projects
3. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A
Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Kimberly Teague, Contract Specialist
Approved by: José L. Banda, Superintendent

EXPENDITURE AND OTHER AGREEMENTS

Contractor	Description	Amount
DEPUTY SUPERINTENDENT		
SA16-00731 Vision 2000	6/15/16 – 7/15/16: Planning and Implementing 2016 Summer Math and Reading Academy at California State University, Sacramento for approximately 300 students attending Fr. Keith B. Kenny, H.W. Harkness, Isador Cohen, Leataata Floyd, Oak Ridge, Pacific and Woodbine Elementary Schools**.** This cost does not include funding for transportation and teacher salaries.	$112,122 General Funds
FACILITIES SUPPORT SERVICES		
SA16-00756 Premier Management Group, Inc.	3/1/16 – Completion of Services. Construction Management Services as needed for the AC Paving Replacement Project (Playground Drainage) at Fruit Ridge Elementary School (Emergency Repair Program Project).	$193,182 Emergency Repair Program Funds
SA16-00763 Stafford King Wiese Architects	3/1/16 – Completion of Services. Architectural design, landscaping architecture and irrigation design, civil, structural, mechanical, and electrical engineering services as needed for Core Academic Renovations (Science and Technology Upgrades) at West Campus High School.	$725,180 Measure Q Funds
SA16-00783 Rainforth Grau Architects	3/1/16 – Completion of Services. Architectural and electrical engineering services as needed for the power upgrade at C.K. McClatchy High School.	$96,000 Measure Q Funds
YOUTH DEVELOPMENT		
SA16-00745 Focus on Family Education	4/1/16 – 8/5/16: Develop, support, coordinate and implement "Summer Matters" programming which includes the Children's Defense Fund Freedom School Program. These programs will provide summer academic and enrichment support services to the community based program at Phoenix Park.	$89,506 Title I Carryover Funds $17,901 In-Kind Match
SA16-00747 Roberts Family Development Ctr.	4/1/16 – 8/5/16: Develop, support, coordinate and implement "Summer Matters" programming which includes the Children's Defense Fund Freedom School Program. These programs provide summer academic and enrichment support services to the community based programs at Leataata Floyd and Cesar Chavez Elementary Schools, as well as the Marina Vista, Alder Grove, and Meadow Glen communities.	$314,119 Title 1 Carryover Funds $62,824 In-Kind Match

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: **Lease-Leaseback Agreement for Installation of Two-Story Modular Classroom Building at William Land Elementary School**

Recommendation: Award to Seward L. Schreder Construction, Inc.

Amount/Funding: $2,777,021 – Measure Q Funds

The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

This delivery method to construction has been recognized by the State Legislature as a proven method to deliver school facilities on time, on budget, and with a reduced level of public agency risk associated with design issues, delays and cost overruns. The Lease-Leaseback Agreement establishes a Guaranteed Maximum Price which is the total sum to be paid to the builder for the project.

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Landmark Construction	Gymnasium Addition at California Middle School, DSA Application No. 02-113575	February 26, 2016
AMS.Net, Inc.	E-Rate 15 Cisco Network Upgrades	March 31, 2016

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SERVICES AGREEMENT

Date: April 21, 2016 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vision 2000, (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"):

Planning, facilitating and implementation of 2016 Summer Math & Reading Academy at California State University, Sacramento, for approximately 300 students.

ARTICLE 2. TERM.

This Agreement shall commence on June 20, 2016, and continue through July 20, 2016 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

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extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be $112,121.80.

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

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the

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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.

Education Code Section 45125.1 states that if employees of any contractor 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, Contractor 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 contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification before services begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage

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attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a 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.

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

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ARTICLE 12. NOTICES.

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

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contract Specialist

Contractor:
Vision 2000
8 Park Sierra Lane
Sacramento, CA 95864
Attn: Hazel Mahone

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

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ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	**VISION 2000**
By:_____	By:_____
Gerardo Castillo Chief Business Officer	Hazel Mahone
_____	_____
Date	Date

Sacramento City Unified School District

CONSTRUCTION MANAGEMENT CONTRACT

This Contract is made on this 21st day of April, 2016 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as "District", and Premier Management Group, Inc., referred to as "Consultant" or "Construction Manager."

RECITALS

WHEREAS, District is in the process of replacing paving and improving playground drainage at its premises located at Fruit Ridge Elementary School, 4625 44th Street, Sacramento, California; and

WHEREAS, District is in need of Construction Project Management Services in relation to contract bidding, design coordination, construction coordination, expenditures, project completion, interagency coordination, internal communications and other matters as set forth herein; and

WHEREAS, Consultant possesses the necessary skills, experience, knowledge, including knowledge of State and School District requirements such as the Leroy F. Greene Act of 1998-SB-50 and the Education Facilities Bond, Proposition 47, and that required by Government Code section 4529.5, and technical and financial resources to undertake the performance and obligations of the Construction Project Management Services required herein; and

WHEREAS, Consultant is licensed and/or registered as defined in the State of California Government Code section 4525(e); and

WHEREAS, District may contract with any persons for the furnishing to the District of special services and advice as described above pursuant to California Education Code 35160 and 35160.1; and Government Code 53060, and may contract for Construction Project Management Services pursuant to Government Code 4526.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual acts and promises as contained herein, it is agreed by and between the District and Consultant as follows:

1. PROJECT:

Consultant services, as provided herein, are for and limited to all phases of construction and work necessary for the Paving Replacement & Playground Drainage Improvement "Project," to be located at Fruit Ridge Elementary School, 4625 44th Street, Sacramento, California. "Project" as used in this Agreement shall include any and all tasks and related activities reasonable and necessary for the construction and completion of the Project including acceptance by District.

This Agreement shall be governed by the laws of the State of California, including as applicable, regulations of the State Allocation Board, State of California Leroy F. Greene Lease-Purchase State Building Funds of 1998-SB50 and the Education Facilities Bond, Proposition 47, and of

any other governmental agency with authority pertaining to reimbursement of such funds to the District, all of which shall be deemed incorporated herein by this reference and the Consultant shall be obligated to comply with the same.

No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

2. NATURE OF THE WORK:

Consultant has fully familiarized itself with all aspects of the Project and understands and agrees that Consultant shall further the interests of District by furnishing skill and judgment as a provider of Construction Project Management Services, in cooperation with District representatives and, where appropriate, in reliance upon the services of the Project Architect. Consultant agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Consultant shall be responsible, to the extent described in this Agreement, for ensuring that the Project is completed in a competent and professional manner within the District's budget and in accordance with the District's schedule for timely completion of the Project.

Consultant shall perform special services and provide advice on behalf of the District as follows:

a. Technical advice regarding construction;
b. Construction coordination, including progress schedules, change orders and problem solving;
c. Interagency coordination including, but not necessarily limited to, coordination between Consultant and:
    1) Architect; and
    2) The State of California – Division of the State Architect, "DSA", where appropriate;
d. Internal communications, including Board reports, internal staff updates and community updates. The Consultant shall develop a communication system to ensure clear communication between the District, the Consultant, the Architect, contractor and other parties involved with the Project. In developing this communication system, the Consultant shall meet with the District, the Architect and others to determine the type of information to be reported, the reporting format and the desired frequency for distribution of the various reports;
e. Review of building specifications and scope of work, including any and all Project related contractual obligations owed to District by any third party;
f. Review of all phases and elements of construction for all purposes including the assurance that various construction agreements and elements are properly coordinated, scheduled and assigned in such a way to maximize project efficiency;
g. General construction management and overseeing of all project construction; and
h. Provision of superintendency functions on the job site. Consultant shall, promptly, in writing and consistent with its duty of care, recommend to District and relevant employees of the District findings regarding said Project construction and make suggestions thereon.

In addition, Consultant shall perform the following activities:

SCHEMATIC DESIGN PHASE

a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shall: (1) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify and delineate the Architect's duties, the contractor's responsibilities, the District's responsibilities, the Consultant's responsibilities; and (5) set forth a plan for the administration and coordination of all work on the Project. The plan shall provide for Architect and District review and written acceptance.

b. Construction Manager shall establish a preliminary construction budget or allowance in the format required by District, or if applicable, by the school construction funding agency identified by District, for written approval by the District. The purpose of the cost estimate is to show probable cost in relation to District's budget. If Construction Manager perceives site considerations, which render the Project expensive or cost prohibitive, Construction Manager shall disclose such conditions in writing to District immediately. Construction Manager shall provide a preliminary written time schedule for the performance of work on the Project. This master schedule shall specify the proposed starting and finishing dates and the dates by which certain construction activities must be complete. The Consultant shall submit the master schedule to the District for written acceptance and update the master schedule, as appropriate or at least on a monthly basis for District's acceptance.

c. Consultant shall conduct periodic Project meetings attended by the District, Architect and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The Consultant shall prepare and distribute minutes of these meetings to the District, Architect, and others in attendance.

d. Consultant shall assist the District in preparing documents concerning the construction budget for use in obtaining or reporting on Project funding.

DESIGN DEVELOPMENT PHASE

a. Construction Manager shall provide District an updated estimate of construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the construction budget. Consultant shall prepare a Project and construction budget based on the separate divisions of the work required for the Project, following the Consultant's review of the Project plans and specifications prepared by the Architect. The Consultant shall review the budget with the District and the Architect and the Consultant shall submit the Project and construction budget to the District for acceptance. The Project and construction budget shall be revised by the Consultant as directed by the District and as necessary to ensure accuracy as changes are made throughout the Project. The proposed Project and construction budget may not be exceeded without prior written approval by District. Consultant shall make recommendations to the District concerning revisions to the Project and construction budget that may result from design changes. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project and construction budget.

b. Provide construction feasibility review.

c. Provide conceptual estimating assistance to Project Manager.
d. Provide constructability analysis consistent with its experience and qualifications.
e. Provide scheduling information, including providing and distributing periodic reports that compare actual progress with scheduled progress for this phase of the Project.
f. Provide cost evaluations of alternative materials and systems.

BIDDING PHASE

a. Conduct a pre-bid walk with potential bidders, if required by the bidding documents.
b. Conduct post-bid interview with successful bidder prior to start of work.

CONSTRUCTION PHASE:

The Construction Phase of the Project will commence with the award of the construction contract and will end sixty (60) days after acceptance of the Project by the District, as indicated by recording the Notice of Completion with the Sacramento County Recorder; provided that the Project Manager shall continue to be subject to certain construction phase services of the Consultant, as set forth in this Agreement, which extend beyond the expiration of the set sixty (60) day period.

a. Provide general project management, including administrative, management, and related services as required to coordinate work of the contractor with any other contractor and with the activities and responsibilities of the Consultant, the District, and the Architect to complete the Project in accordance with the Project's plans and specifications, as well as the District's cost, time, and quality objectives. The Consultant shall be the party to whom all information shall be submitted.
b. Require and review Master CPM construction schedule. Compare Contractor schedule with the schedule of any other contractor to determine if they result in a coordinated construction schedule. Require updates of schedule monthly. Prepare and distribute periodic reports that compare actual progress with scheduled progress. This evaluation shall serve as data for revision of the construction schedule report that shall be prepared and distributed to the Contractor, the District and the Architect by the Consultant. The construction schedule report shall be periodically updated to show current conditions as the work progresses. The report shall indicate actual progress compared to scheduled progress, and shall serve as the basis for progress payments to the Contractor.
c. Material procurement consultation and advice, including recommending a schedule for the District's purchase of materials and equipment requiring long lead time procurement. Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project until such items are incorporated into the Project.
d. Shop drawings and submittals review in cooperation with the Architect.
e. Progress payment review, including preparing and distributing the progress payment reports. The reports shall state the total contract price, payment to date, current payment requested, retainage, and amounts owed. A portion of this report shall be a recommendation of payment that shall be signed by the Consultant and delivered to the District for use by the District in making payments to the Contractor.
f. Recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, including potential schedule impacts. Implement change order procedures, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare

and sign change orders for the Architect's and Contractor's signatures and District authorization, and maintain logs, files, and other necessary documentation relating thereto. Regarding Contractor change order requests, the Consultant shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The Consultant shall provide to the Architect a copy of each change order request, and the Consultant shall, in its evaluations of the Contractor's requests, consider the Architect's comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the Consultant may be aware.

g. Quality control. Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the Contractor that does not conform to the requirements of the Construction Documents. The Consultant is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Construction Documents or to approve or accept any portion of the work not conforming to the requirements of the Construction Documents. Communication between the Consultant and Contractor with regard to quality review shall not in any way be construed as binding the Consultant, the Architect, or the District or releasing the Contractor from performing the work in accordance with the Construction Documents. No action taken by the Consultant shall relieve the Contractor of its obligation to perform the work in strict conformity with the requirements of the Construction Documents, and in strict conformity with all other applicable laws, rules and regulations. Consultant shall not be responsible for the failure of the Contractor to carry out work in accordance with the Construction Documents so long as Consultant has used all available means and undertaken good-faith efforts to secure the performance of the Contractor in accordance with the Construction Documents.
h. Testing and inspection review. Consultant shall assist the District in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Consultant shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Architect.
i. Agency approval's consultation and advice.
j. Project close-out consultation and advice. Consultant shall determine, after consulting with District and Architect, when the Project and the Contractor's remaining work consists of punchlist items. In consultation with the Architect, the Consultant shall prepare a list of incomplete work or work which does not conform to the requirements of the Construction Documents. The Consultant shall consult with the Architect and the District and shall determine when the Project and the Contractor's work are completed. The Consultant shall issue a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
k. Provide occupancy consultation and advice, and in reviewing the Master Project Schedule consider the District's occupancy requirements.
l. Conduct a pre-construction meeting with all parties, including Contractor.
m. Participate in periodic meetings with District, Architect and Project Manager to discuss such matters as procedures, progress problems and scheduling**.**
n. Conduct weekly coordination meetings with Contractor and distribute meeting minutes. Develop 3-week short internal schedules (SIS) for use in each weekly meeting**.**

o. Continuous daily on-site representation to observe Contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and Master CPM construction schedule.
p. Consultant shall demand that Contractor provide recovery schedules where appropriate and recommend appropriate steps to take if Contractor either does not provide such schedules or the schedules are not realistic. Recovery schedules shall reflect the correct action and extraordinary efforts Contractor shall undertake to recapture lost time and shall be distributed to Architect and Project Manager.
q. Keep records of construction progress and time schedules. Advise Contractor and District of any deviations from the time schedule that could delay timely completion and occupancy of Project. Maintain daily log documenting daily progress by trade and building as well as problems and delays. The daily log will include, but not be limited to, the weather, Contractor's staffing, work accomplished, problems encountered, rejection of material or work and other similar relevant data as the District may require.
r. Review and respond, in cooperation with the Architect, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the Contractor for compliance with design and specifications, and ensure timely and uninterrupted progress of the work.
s. Make offsite observations of fabricated materials and equipment within a one-hour radius. Observations outside of a sixty-mile radius will be billed on a time and materials basis.
t. Advise regarding the amounts recommended to satisfy and assess liquidated damages, stop notices or other requirements of the construction contract documents.
u. Analyze and advise District in cooperation with the Architect as to acceptability of test reports, methods, materials, equipment and systems.
v. Review and advise District in cooperation with the Architect as to the acceptability of substitutions proposed by the Contractor.
w. Review materials submitted by Contractor and assemble for and provide to District written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the Contractor and subcontractors in accordance with the Construction Documents.
x. Use best efforts to achieve satisfactory performance from the Contractor. Consultant shall determine, through routine on-site inspections, that the work of the Contractor is being performed in accordance with the requirements of the Construction Documents in order to guard the District against defects and deficiencies in the work.
y. When appropriate, advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the Contractor notice to recover progress on the schedule when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
z. Determine in general that the work of Contractor is being performed in accordance with the requirements of the Contractor's contract. Use best efforts to protect the District against defects and deficiencies in the work. With Architect and the District, reject work that does not conform to the requirements of the Contractor's contract. Consultant shall consult with the Architect and the District if Contractor requests an interpretation of the meaning or intent of the drawings and specifications, and assist in the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications.
aa. Maintain on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record documents and revisions which arise out of Contractor's contract or work; shop drawings; product data;

samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contract or work. Make all records available to the District. At the completion of the Project, deliver all such records and "as built" plans to the District.

ab. Construction progress photos/videos.

ac. Consultant shall assist the District in obtaining approvals and permits from all authorities having jurisdiction over the Project. The Consultant shall also verify that all required permits, bonds, and insurance have been obtained from the Contractor.

ad. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the construction budget.

ae. Consultant shall be responsible for reviewing Contractor's safety program.

POST CONSTRUCTION PHASE: Immediately upon the District's and Architect's approval of completion of the Project, and in addition to any additional submittals required by the Agreement, collect and submit the following close-out documentation to the District:

a. Operations and maintenance data for equipment as required by the Contract Documents for the project.
b. Warranties for equipment put into service.
c. Tools, spare parts and maintenance materials.
d. A list of Construction Contractor, Vendors, and Materialmen of every tier providing services, equipment, and/or materials in connection with the Project in a formal, adequately bound, catalogued form, including the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, including nights, weekends, and holidays.
e. Final payment consultation and advice.
f. Change order documentation review, consultation and advice.
g. Warranty item consultation and advice.
h. Guarantees consultation and advice.
j. Filing of as-built documents.
k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall review the Contractor's checkout of utilities, operational systems, and equipment or readiness and assist in their initial start-up and testing.
l. Consultant shall also forward all of its 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. All documents, daily logs, and any other written work product generated by Consultant shall be deemed the sole and exclusive property of District.

Provide advice to District on apparent deficiencies in construction during all warranty periods following acceptance of Project.

3. DESIGNATED REPRESENTATIVE:

District shall have the right to approve the designated representative of Consultant**.** Wayne Sjolund shall be the designated representative of Consultant who shall personally provide all services as set forth in this Agreement unless otherwise agreed to by prior written agreement. Should Wayne Sjolund be unable at any time to perform the duties described herein, District shall have the right to approve a new designated representative of Consultant or to terminate this Agreement. District reserves the right to require that any designated representative or

representatives of Consultant who proves not to be satisfactory to the District shall be removed upon written notice from the District.

4. PROJECT MANAGER:

District has designated Chris Zunino as the Interim Construction Manager authorized to act on District's behalf with respect to the Project. Construction Manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delays in the progress of Consultant's services.

5. DISTRICT RESPONSIBILITY:

Notwithstanding anything contained herein and to the contrary, it is understood and agreed that District is responsible for:

a. The District shall provide information regarding the requirements of the Project, including its objectives, constraints and criteria, including space requirements and relationships, flexibility and expendability requirements, special equipment and systems and site requirements.
b. The District shall provide a budget for the Project, based on consultation with the Architect, which shall include contingencies for bidding, changes during construction and other costs that are the responsibility of the District.
c. The District shall retain Architect whose services, duties and responsibilities are described in the "Contract for Architectural/Engineering Services, between the District and Architect.
d. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contractor's Contract, the District shall give prompt written notice thereof to Consultant.
e. The District shall make timely payments for all invoices that have been approved by the District, Architect and Consultant.
f. The District shall furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by law or the Contractor's contract.

6. PLACE OF WORK:

It is understood that Consultant services shall be rendered largely at the construction site located at 4625 44th Street, District offices located at 425 1st Ave and 5735 47th Ave, Sacramento, but the Consultant will, on request, provide services at such other places as designated by the District.

7. TIME DEVOTED TO WORK:

Consultant shall perform services described in Article 2 above, as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project, and to avoid any additional costs to District.

In the performance of Consultant's services, the services and the hours the Consultant is to work, on any given day, will be within Consultant's control and District will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Generally, the Parties anticipate Consultant will provide services between 7:30 a.m. and 4:30 p.m., unless otherwise coordinated with the Project Manager, 5 days per week until the project is completed. It is understood and agreed that the estimated total number of hours required by Consultant to complete the required services, shall be approximately 160 hours per month, excluding travel time. If additional hours are required in

order to complete the Project, such hours may be authorized but only upon prior written agreement of the Parties.

8. PAYMENT:

District shall pay Consultant a total not to exceed $268,458.63, payable in monthly installments based on the number of hours worked provided Consultant shall have submitted a prior monthly report of time spent on the Project to the District. It is understood and agreed that Consultant's hours may vary from month to month but on average will total approximately 160 hours per month, except upon prior written agreement by the Parties.

District shall pay Consultant in accordance with its usual and customary accounts payable practices and payment cycles. In addition, Consultant shall be reimbursed for all pre-approved, in writing, travel and out-of-pocket expenses incurred on behalf of District while away from Consultant's principle place of business, as defined in Article 6 of this Agreement.

District will reimburse Consultant for all reasonable costs ("Reimbursable Costs)" not otherwise anticipated under this Agreement that are necessarily incurred by Consultant in the proper performance of its services under this Agreement. Any Reimbursable Costs shall be subject to the District's prior written approval. Payment of allowable Reimbursable Costs shall be made within thirty (30) days upon receipt and approval of Consultant's invoice(s).

9. TRANSPORTATION:

For transportation by automobile out of the Sacramento area, Consultant shall be reimbursed at the rate of $.55 per mile.

10. TERM:

The initial term of this Agreement shall commence on March 1, 2016 and shall continue until the Project is completed. It is understood services as provided herein will generally begin one month prior to the start of construction and end, except as otherwise stated herein, 60 days after acceptance by the District of the Project as reflected in the recording of the Notice of Completion. This Agreement may be extended upon mutual agreement of the Parties.

11. TERMINATION:

District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement. In the event of early termination, the Consultant shall be compensated for all services satisfactorily performed to the termination date and any services pre-authorized by District in writing to wind up Consultant's services; provided however, District shall not be liable to pay more than the total amount of the Agreement. Upon receipt of a notice of termination, Consultant shall promptly discontinue all services affected, unless the notice directs otherwise.

Upon termination of this Agreement as provided herein, Consultant shall promptly provide and deliver to District all files, notes, writings, documents, and other materials in Consultant's possession or under Consultant's control related to the services Consultant has performed on behalf of the District regarding the Project.

12. RELATIONSHIP BETWEEN THE PARTIES:

The Parties agree and intend that the relationship between them, created by this Agreement, is that of independent contractor. Consultant is not an employee of District, or of Architect, and is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pensions plans.

In providing the services contemplated by this Agreement, the Consultant shall, on behalf of the District, maintain a professional working relationship with the District, Contractor, and the Architect. The Consultant shall furnish all services in accordance with the standards of the industry for similar public works projects in the State of California and in accordance with all applicable Federal, State and local laws. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Consultant and the Architect or the Contractor or subcontractors or material suppliers for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Consultant. Consultant will be liable and solely responsible for paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the Internal Revenue Service.

13. INDEMNIFICATION:

Consultant shall defend, indemnify and hold the District, its board members**,** officers, agents and employees harmless from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages and attorney's fees and costs, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Consultant or its agents, employees or subcontractors under this Agreement. Consultant shall reimburse the District for any expenditure the District may make by reason of the matters that are the subject of this indemnification, and if requested by the District, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of Consultant. It is understood and agreed that such indemnification will survive the termination of this Agreement.

14. INSURANCE:

Prior to commencement of and during all times that Consultant is providing services pursuant to this Agreement, Consultant shall, at its sole expense, maintain in full force and effect:

1. Commercial general liability insurance coverage for bodily injury, property damage, and personal injury, with policy limits of not less than $1,000,000 per occurrence and a general aggregate limit of not less than $2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents 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 such insurance is not kept in force as required herein, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Consultant to the District, or District may deduct the premium from any monies owing to Consultant under this Agreement.

2. Automobile insurance covering claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance and/or use of any motor vehicle, with a combined single limit of not less than $1,000,000 per accident.

3. Errors and omissions insurance covering the services furnished by Consultant pursuant to this Agreement, providing for coverage on per occurrence basis for a minimum of One Million Dollars ($1,000,000.00). The insurance policy shall not contain a provision providing for any deductible greater than Fifty Thousand Dollars ($50,000.00). If Construction Manager's errors and omissions insurance is in a claims made form, said insurance shall be carried and continued by Consultant for a period of three (3) years following the date the Notice of Completion is recorded for the Project.

4. Insurance covering claims under worker's compensation, disability benefits and other similar employee benefit acts that are applicable to the work being performed under this Agreement.

Consultant shall provide written evidence of the above insurance coverage in the form of a certificate of insurance to the District prior to commencement of any work under this Agreement. At the District's request, Consultant shall provide a certified copy of each insurance policy.

Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the District shall have received notification of such cancellation, suspension, reduction, or voided coverage.

16. FINGERPRINTING REQUIREMENTS:

Education Code Section 45125.1 states that if employees of any contractor 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 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 by Contractor, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

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

17. WORK STANDARDS:

The conduct and control of the work to be performed by Consultant, under the Agreement, shall lie solely with the Consultant. Consultant shall perform services for the District in accordance with currently approved methods and ethical standards applicable to its professional capacity. Consultant shall be free to practice its profession, for others, during those periods when it is not performing work, under this Agreement, for the District.

18. FURNISHING OF MATERIALS AND EQUIPMENT:
All materials and equipment needed by Consultant to carry out the work to be performed by Consultant, under this Agreement, shall be furnished by Consultant, at its expense, except that District shall be responsible for those items as set forth in Article 5 above.

19. CALLBACKS:
It is understood and agreed that Consultant shall not be responsible for callbacks or other concerns related to implied or expressed workmanship or product liability more than 60 days after Project acceptance by District except as otherwise set forth herein. Notwithstanding anything contained herein to the contrary, Consultant shall be fully responsible for performance of the terms and conditions of this Agreement.

20. RIGHT OF EMPLOYER TO SUPERVISE AND INSPECT:
Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to the District's general right of inspection and supervision including the right of inspection and supervision through District's Project manager and independent inspector to secure the satisfactory completion thereof in accordance with project plans and specifications.

21. LIMITATION ON DELEGATION OF PERSONAL SERVICES BY CONSULTANT:
The work and services provided herein shall be performed by those principals, officers and employees of Consultant mutually agreed to by District in writing.

22. CONFLICT OF INTEREST:
The Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest.

Consultant 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, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

Consultant affirms to the best of his/her knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of 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.

23. WRITTEN NOTICE:
All communications regarding this Agreement shall be sent to Consultant at 133 Riverside Ave, Roseville, CA 95678 unless notified to the contrary and to District at Contracts Office, 5735 47th Avenue, Sacramento, 95824 unless notified to the contrary.

Any written notice hereunder shall become effective as of the date of personal service or mailing by registered or certified or overnight mail and shall be deemed sufficiently given if delivered or sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24. GOVERNING LAW:
This Agreement shall be governed by the laws of the State of California and venue shall be appropriate in the appropriate Superior Court in Sacramento County, California. Consultant shall perform all services hereunder in accordance with all applicable governmental laws, rules and regulations.

25. OTHER PROVISIONS OF LAW:
Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction**.**

26. APPROVAL OR RATIFICATION BY BOARD OF EDUCATION:
This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, in compliance with the provisions of Education Code section 17604, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2427.

27. SUCCESSORS AND ASSIGNS. The District and the Consultant, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Consultant shall not assign or transfer any interest in this Agreement without the written consent of District.

28. 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 of this Agreement.

29. AMENDMENTS. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

30. EXECUTION BY FACSIMILE OR IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. INTERPRETATION. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

32. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Consultant.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	PREMIER MANAGEMENT GROUP
By:_____	By: _____
Gerardo Castillo Chief Business Officer	Wayne Sjolund President
_____	_____
Date	Date

EXHIBIT A

CONTRACTOR CERTIFICATION

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service 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 must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. The school district may determine, under 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, 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 contract. The District has also determined that the employees assigned to work at a school site under this contract will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor 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. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.

3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.

4. Contractor will immediately report to District any apparent violation of these conditions.

5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

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

_____ _____

Wayne Sjolund, President Date

Sacramento City Unified School District

PROJECT AUTHORIZATION FORM

Core Academic Renovations (Science/Technology Upgrades) at West Campus High School

Date: April 21, 2016

Pursuant to the Master Architect Agreement dated October 1, 2015 between Stafford King Wiese Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architectural design, landscaping architecture and irrigation design, civil, structural, mechanical, electrical and low voltage engineering services as needed to complete the following:

- One new building of approx. 8,800 square feet, a one or two-story structure.
- Building will contain three lab classrooms, two general classrooms, restrooms, and custodial room.
- Five existing relocatable buildings will be removed or demolished, and one existing relocatable building will be relocated approx. 50 feet.
- The three science labs are for general chemistry and biology, and will include lab casework, lab sinks, and one fume hood. The general classrooms are for instruction.
- Data and fire alarm will be extended from the existing campus systems.
- Audio Visual includes a ceiling mounted projector and manual screen.
- A new access road will be designed to connect the rear parking lot with 22nd Avenue to the North.
- A new water line will be extended from 22nd Avenue to support the addition of fire sprinklers to the new building.
- The existing fire lane between the new building location and the existing campus will be designed for outdoor learning space. A new gate will be designed to secure the drive from vehicular traffic while maintaining the existing fire lane.

Exclusions:

- Design of a new synthetic field on the playfield of Mark Twain Elementary School
- Developing LEED documentation or certification
- Surveys, testing, inspections and reports necessary to design and construct the project
- Design Team will rely on record documents provided by SCUSD for design of the project

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Percentage of Construction Cost**

Architect shall be compensated no more than twelve percent (12%) of the final adjusted Project Construction Cost for the Project, for a total of $718,000. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed $7,180, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than $1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of $1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than $1,000,000 combined single limit. District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

STAFFORD KING WIESE ARCHITECTS

Dated: _____ _____

Patrick M. Derickson, AIA - President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Gerardo Castillo, Chief Business Officer

Sacramento City Unified School District

PROJECT AUTHORIZATION FORM

Power Upgrade at C.K. McClatchy High School

Date: April 21, 2016

Pursuant to the Master Architect Agreement dated December 19, 2013 between Rainforth Grau Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including Architectural & Electrical Engineering Services as needed for the Power Upgrade at C.K. McClatchy High School:

Scope of Work:

Upgrades, modifications and improvements to existing power supply and switchgear at the site's main power service including:

- Reconfiguration of the power supply to current SMUD standards.
- Expansion of the existing utility yard as the new equipment and pull boxes will not fit in the existing yard. Construction of enclosure, as required.
- Moving of the existing switchgear to provide required clearances.
- Reconnection as required.
- Miscellaneous work as required

Exclusions:

- Pool and boiler improvements (this Prop. 39 work will be included in a separate agreement)
- Restroom and roofing improvements (Deferred Maintenance work)
- Project Inspection
- Topographic or boundary surveys
- Geotechnical or Geohazards investigation and reporting
- Energy studies or analysis
- Comprehensive ADA survey of site conditions
- Exhaustive evaluation of utility services and distribution/collection systems
- Extraordinary efforts to search for facility data on existing site and buildings
- Assessment, testing or removal of hazardous materials (other than lead paint)
- Conformed drawings
- Services or activities not specifically noted above
- Estimating by professional estimator

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Flat Fee**

Architect shall be compensated $96,000 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed $0, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than $1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of $1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than $1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

RAINFORTH GRAU ARCHITECTS

Dated: _____ _____

Jeffrey Grau, President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Gerardo Castillo
Chief Business Officer

SA16 - 00745

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And

FOCUS ON FAMILY FOUNDATION

The Sacramento City Unified School District ("District") and **Focus on Family Foundation** (CFF) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on April 1, 2016, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage FOCUS ON FAMILY FOUNDATION to develop, maintain and sustain SUMMER MATTERS programing, providing summer academic and enrichment support services to the community based program at Phoenix Park during Summer 2016, in order to enhance literacy opportunities, prevent summer learning loss, and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, FOCUS ON FAMILY FOUNDATION will work collaboratively with District and the Children's Defense Fund to develop, support, coordinate, and implement the **Children's Defense Fund Freedom School Program** ®. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for students participants during the regular school year, provide students with culturally relevant literacy development opportunities, prevent childhood obesity by providing daily physical fitness opportunities, promote community service and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. FOCUS ON FAMILY FOUNDATION shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);

ii. FOCUS ON FAMILY FOUNDATION shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse FOCUS ON FAMILY FOUNDATION for direct services not to exceed $89,506.00, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	**School Name**	**Contract Amount**	**Attendance Target**
CDF Freedom School Program®	Phoenix Park Community Based program	$89,506.00	80 students

The final installment shall not be invoiced by FOCUS ON FAMILY FOUNDATION or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, FOCUS ON FAMILY FOUNDATION shall provide documentation of a **$17,901.00 in-kind match to the District.**
Note: this funding is for the Summer 2016. Provider Focus on Family Foundation should work to create sustainable funding for future programing, as District funding is not guaranteed for Summer 2017.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, FOCUS ON FAMILY FOUNDATION, and each of FOCUS ON FAMILY FOUNDATION 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, FOCUS ON FAMILY FOUNDATION 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. FOCUS ON FAMILY FOUNDATION 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 FOCUS ON FAMILY FOUNDATION to the District.

E. Fingerprinting Requirements. FOCUS ON FAMILY FOUNDATION **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, FOCUS ON FAMILY FOUNDATION 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. Period of Agreement. The term of this Agreement shall be from April 1, 2016 through August 5, 2016. 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 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 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.

G. Indemnity. FOCUS ON FAMILY FOUNDATION 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, negligence, injury or other causes of action or liability proximately caused by FOCUS ON FAMILY FOUNDATION and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. has no FOCUS ON FAMILY FOUNDATION 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.

H. 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.

I. 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.

J. Assignment. This Agreement is made by and between FOCUS ON FAMILY FOUNDATION and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between FOCUS ON FAMILY FOUNDATION and 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.

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

M. 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.

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

O. 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: _____ _____
Gerardo Castillo — Date
Chief Business Officer
Sacramento City Unified School District

FOCUS ON FAMILY FOUNDATION:

By: Jackie Rose _____ 4/11/16
Authorized Signature — Date

Print Name: JACKIE ROSE

Title: Executive Director/CEO

Sacramento City Unified School District and FOCUS ON FAMILY FOUNDATION:
SUMMER MATTERS Scope of Services
Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

FOCUS ON FAMILY FOUNDATION shall:

1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 27, 2016 – August 5, 2016 Monday through Friday from 8:00 AM-3:30 PM daily at designated program site. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by FOCUS ON FAMILY FOUNDATION and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. FOCUS ON FAMILY FOUNDATION shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 8/5/16 and sufficient staffing to maintain a 10:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.

SA16 - 00747

AGREEMENT FOR SERVICES

RECEIVED
APR 11 2016
Human Resource Services

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And

Roberts Family Development Center

The Sacramento City Unified School District ("District") and **Roberts Family Development Center (RFDC)** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on April 1, 2016, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage RFDC to develop, maintain and sustain SUMMER MATTERS programing, providing summer academic and enrichment support services to the community based program at Leataata Floyd and Cesar Chavez, to support the Marina Vista, Alder Grove, and Meadowglenn communities during Summer 2016, in order to enhance literacy opportunities, prevent summer learning loss, and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, Roberts Family Development Center will work collaboratively with District and the Children's Defense Fund to develop, support, coordinate, and implement the **Children's Defense Fund Freedom School Program ®**. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for students participants during the regular school year, provide students with culturally relevant literacy development opportunities, prevent childhood obesity by providing daily physical fitness opportunities, promote community service and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFDC shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);

ii. RFDC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse RFDC for direct services not to exceed **$314,119.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	**School Name**	**Contract Amount**	**Attendance Target**
CDF Freedom School Program®	Cesar Chavez	$96,113	60 students
CDF Freedom School Program®	Leataata Floyd	$232,657	160 students

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of a **$62,823.80 in-kind match to the District.**
Note: this funding is for the Summer 2016. Provider RFDC should work to create sustainable funding for future programing, as District funding is not guaranteed for Summer 2017.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, RFDC, and each of RFDC 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, RFDC 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. RFDC 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 to the District.

E. Fingerprinting Requirements. RFDC **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC 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. Period of Agreement. The term of this Agreement shall be from April 1, 2016 through August 5, 2016. 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 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 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.

G. Indemnity. RFDC 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, negligence, injury or other causes of action or liability proximately caused by RFDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC 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.

H. 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.

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

K. Entire Agreement. This Agreement constitutes the entire agreement between RFDC and 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.

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

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O. 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: _____ _____
Gerardo Castillo — Date
Chief Business Officer
Sacramento City Unified School District

ROBERTS FAMILY DEVELOPMENT CENTER:

By: Derrell K. Roberts — 4/5/2016
Authorized Signature — Date

Print Name: Derrell K. Roberts

Title: C.E.O.

Sacramento City Unified School District and Roberts Family Development Center:
SUMMER MATTERS Scope of Services
Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

ROBERTS FAMILY DEVELOPMENT CENTER shall:

1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 27, 2016 – August 5, 2016 Monday through Friday from 8:00 AM-3:30 PM. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by RFDC and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch.
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites.
8. Develop special activities or field trips for the sites individually and collectively. RFDC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 8/5/16 and sufficient staffing to maintain a 10:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.