



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item #11.1a

**Meeting Date:** December 15, 2022

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

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

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

**Submitted by:** Rose Ramos, Chief Business Officer

Robert Aldama, Interim Purchasing Manager

**Approved by:** Jorge A. Aguilar, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
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### YOUTH DEVELOPMENT

<p>Expanded Learning Program 2022/23</p> <p>New Contract:</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>8/1/22 – 6/30/23: Providers will develop, maintain and sustain expanded learning programming for the 2022/23 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.</p>
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2022/23 Expanded Learning Contracts

**Bigger Than Us Arts, SA23-00388**

Sites served: Abraham Lincoln, A.M. Winn, Bret Harte, Caleb Greenwood, Earl Warren, Father Keith B. Kenny, Golden Empire, James Marshall, John Still MS, Leataata Floyd, Mark Twain, Martin Luther King, Jr., Luther Burbank HS, Pacific, Phoebe Hearst, PS7 ES, School of Engineering and Science, Sequoia and Will C. Wood

\$133,200  
Expanded Learning Opportunities Program Grant

## EXPENDITURE AND OTHER AGREEMENTS

### **Restricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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### YOUTH DEVELOPMENT DEPARTMENT

<p>Studio T SA23-00340</p> <p>New Contract:</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>10/1/22 – 6/30/23: Provide youth with opportunities to build positive self-esteem, learn the history of urban and traditional art, be physically active, host parent engagement activities and express themselves through visual and performing arts during the after school program hours at Tahoe, Camellia Basic, H.W. Harkness, Cesar Chavez, Woodbine Elementary Schools; School of Science and Engineering, Rosa Parks and Fern Bacon Middle Schools. This program will meet with at least 15-20 students per session for 30 weeks to express themselves artistically by learning different styles of dance; at the end of the program the youth will perform their dance routine(s) and display their visual art at the end of the program event held in collaboration with the afterschool program</p>	<p>\$100,800 ASES Funds</p>
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**HUMAN RESOURCES DEPARTMENT**

National University SA23-00356	10/19/22-10/19/23. Sacramento City Unified Leadership Program (SCULP) is a “grow our own” program that we are in partnership and collaboration with National University, Sacramento County Office of Education and Sacramento City Unified School District.	\$200,000 2021-2022 Educator Effectiveness Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

**NEW JOSEPH BONNHEIM**

Center for Fathers and Families SA23-00394	1/1/22-6/30/23. Center for Fathers and Families goal is to help increase academic achievement of youth while providing a safe and productive learning environment during the morning program, extra class and sports programs. Program is set up to develop the child’s sense of independence, responsibility and self-worth; empower students to be academically successful. Site being served is New Joseph Bonnheim.	\$135,394.57 2021-2022 Expanded Learning Opportunity Program Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

**LEATAATA FLOYD**

Conditions for Learning SA23-00350	7/1/22-6/30/23. Conditions for Learning will support Leataata Floyd Elementary educators approximately four (4) days/week in aligning the Leataata Floyd Elementary Single Plan for Student Achievement (SPSA) with effective instruction practices and approaches to support the increase in student achievement.	\$156,000 ESSER III Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

**TECHNOLOGY DEPARTMENT**

Cadence Solutions SA23-00408	<b>YEAR 1 of 3.</b> Our current document management system, BMI AppExtender, is an on-premise system that was installed in 2007. Loss of critical documents from indexing errors necessitates a move to a new system. This document management is critical for retention of our Class 1 -Permanent, Class 2 -Optional, and Class 3 - Disposable records in accordance with the California Code Of Regulations. OpenText is the #2 rated document management system according to Gartner's Magic Quadrant research methodology allowing for keyword searches, work-flows, and document recognition for ease of use. The system will be cloud-hosted for data protection and business continuity. There is no software media delivered.  Cadence Solutions, a Microsoft gold-rated partner, will provide implementation of OpenText and the Microsoft Azure cloud setup	\$145,600 General Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		
CDW-G R23-02535	OpenText cloud-based document management implementation. Our current document management system, BMI AppExtender, is an on-premise system that was installed in 2007. Loss of critical documents from	\$461,951.02 ESSER III Funds

Utilizing California  
NVP SoftwareContract  
ADSP016-130652 7-  
16-70-37

New Contract:

- Yes
- No

indexing errors necessitates a move to a new system. This document management is critical for retention of our Class 1 -Permanent, Class 2 -Optional, and Class 3 - Disposable records in accordance with the California Code Of Regulations. OpenText is the #2 rated document management system according to Gartner's Magic Quadrant research methodology allowing for keyword searches, work-flows, and document recognition for ease of use. The system will be cloud-hosted for data protection and business continuity.

OpenText is quoted by CDWG using the competitively bid California NVP SoftwareContract (ADSP016-130652 7-16-70-37). There is no software media delivered. Cadence Solutions, a Microsoft gold-rated partner, will provide implementation of Opentext and the Microsoft Azure cloud setup. Ongoing OpenText maintenance costs (year two and beyond) will be paid directly to Opentext. The first year initial cost will be paid by one time funds with year two and beyond ongoing funds.

**CAREER AND TECHNICAL DEPARTMENT**

UC Berkeley / UC  
Regents  
SA23-00404

New Contract:

- Yes
- No

11/1/22-8/31/25. CC+S to work with SCUSD and Community / Civic partners to collectively for justice and generate joy across our most marginalized schools, districts and communities. Be reimaginging the role and tremendous capacity of adolescents' problem-solver and agents of change. This can and must be considered amid California and national efforts to restructure educational systems in support of career pathways, community schools and other recent priorities.

CC+S proposes a 3-year partnerships initiative to take work-based learning to a new level of collective impact where students' sense of agency and research capacity is mobilized to address and impact our communities deepest / greatest challenges such as homelessness, environmental resilience and education equity. We believe this will also lift up SCUSD career pathways as a statewide and national model of inspiration.

\$250,000  
Career Technical  
Education  
Incentive Grant  
Program Funds

**Unrestricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
Core Districts SA23-00351	9/1/22 – 6/30/23. Core District is a collaboration of school districts working together to improve student achievement through highly productive, meaningful partnership and learning between member school districts. Core District will provide improvement assistance to the Superintendent, the District's working Cabinet and Board, in addition providing detailed data and analytics to ensure that every student has what they need to thrive.	\$198,375 General Funds

New Contract:

- Yes
- No

## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Serna Center, Albert Einstein MS, Edward Kemble Elem, John Sloat Elem.	<b>BACKGROUND:</b> The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
<u>Items</u>	<b>STATUS:</b> The District has determined these items are not repairable nor usable.
Computers (2 each) Chromebooks (196 each) Monitor (1 each) Printers (3 each) Projectors (2 each)	
<u>TOTAL VALUE</u>	<b>RECOMMENDATION:</b> It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
\$0.00	
<u>DISPOSAL METHOD</u>	

## RECOMMENDED BID AWARDS – FACILITIES PROJECTS

<b>Project:</b>	<b>Lease-Leaseback Agreement for Cesar Chavez/Edward Kemble New Construction and Modernization</b>
<b>Recommendation:</b>	Approve lease-leaseback contract with Balfour Beatty / Clark & Sullivan, a joint venture for preconstruction services of <b>\$74,810</b> for this project. Authorize staff to pursue a lease-leaseback contract with Balfour Beatty / Clark & Sullivan, a joint venture for construction services for this project using a fee-based contract with a percentage fee of 2.89%. Once plans are finalized, approved by Division of State Architect and the Guaranteed Maximum Price (GMP) of the project is developed, the construction contract will be submitted to the Board for approval. The cost of construction is currently estimated at \$61,700,000. This Request for Proposal was publicly advertised on September 26, 2022 and October 3, 2022.
<b>Amount/Funding:</b>	\$74,810 – Measure H Funds
<b>Bid No:</b>	<b>Gas Line Replacement at Pacific ES.</b> Replacing deteriorating gas lines. Existing lines pose safety concerns and require multiple service calls.
<b>Bids received:</b>	November 16, 2022
<b>Recommendation:</b>	Award to MBS Engineering
<b>Funding Source:</b>	General Maintenance

BIDDER	BIDDER LOCATION	AMOUNT
MBS Engineering Inc.	San Ramon, CA	\$101,000.00

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project: John Sloat Playground and Parking Lot**

Recommendation: California Design West Architectural Agreement was awarded \$227,392.40 at the September 15, 2022 Board of Education Meeting. Approve Amendment No. 1 to California Design West's Architectural Agreement for Additional Architectural and Engineering Service Fees per SCUSDs request to add Kindergarten Play Equipment as well as additional paving upgrades to bike entry area.

Amount/Funding: Increase of \$10,072.00; Measure Q

**Project: Sequoia Restroom Replacement**

Recommendation: California Design West Architectural Agreement was awarded \$134,661.58 at the November 3, 2022 Board of Education Meeting. Approve Amendment No. 1 to California Design West's Architectural Agreement for Additional Architectural and Engineering Service Fees per SCUSDs request to add additional fencing, gates, and handrails.

Amount/Funding: Increase of \$17,020.00; Measure Q

# SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services**

And

**Bigger Than Us Arts**

The Sacramento City Unified School District (“District” or “SCUSD”) and Bigger Than Us Arts (“BTU Arts” or the “Contractor”) (collectively the “Parties”) hereby enter into this Agreement for program services (“Agreement”) effective on October 3, 2022 (“Effective Date”) with respect to the following recitals:

## RECITALS

WHEREAS, the District desires to engage BTU Arts to provide music, visual, and performing arts to SCUSD Expanded Learning Programs. Through arts engagement, BTU teaching artists’ goal is to instill and support positive forms of expression in the school community through the promotion of literacy in the arts. These services will be provided at **Abraham Lincoln Elementary, A.M. Winn Elementary, Bret Harte, Caleb Greenwood, Earl Warren, Father Keith B. Kenny, Golden Empire Elementary, James Marshall, John Still K-8, Leataata Floyd, Mark Twain, Martin Luther King, Jr. K-8, Luther Burbank High, Pacific Elementary, Phoebe Hearst Elementary, PS7 Elementary, School of Engineering and Science, Sequoia Elementary, Will C Wood;** and

WHEREAS, the ultimate goals of this agreement are to (1) meet with at least 15-20 students per session; (2) sessions will be one hour increments and BTU will provide three hours of instruction per week at all 18 program sites for total of 30 weeks except Leataata Floyd (22 weeks); (3) provide staff and support for the arts classes and workshops; (4) provide and disperse curriculum for the classes as well as the preparation for performance (5) support and enhance current arts activities in schools (6) provide performance opportunities for students within the program; and

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. BTU Arts Program shall adhere to the scope of work outlined in this agreement. BTU Arts Program will provide staff, and coordinate across specified program sites. BTU Arts Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, BTU Arts will request approval from Youth Development area specialist and complete all needed school district documentation. BTU Arts Program will provide site management and supervision with a ratio of 1 to 20 adult/students and maintain at least 15 - 20 students in the program.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, BTU Arts Program shall invoice the District in three installments not to exceed the total amount of **\$133,200** (\$128,250 + 4950 for 22 weeks of Leataata Floyd program). The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement.

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

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

BTU Arts further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect



utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* BTU Arts shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such a request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from October 3, 2022 through June 30, 2023. 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.

H. Indemnity.

i. BTU Arts Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of BTU Arts Program, any subcontractor, anyone directly or indirectly employed by BTU Arts Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless BTU Arts Program, including the officers, employees, agents, and volunteers of BTU Arts Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of BTU Arts Program.

I. 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.

J. 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.

K. Assignment. This Agreement is made by and between BTU Arts Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between BTU Arts Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. BTU Arts Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agrees and represents that each of them are the drafters of every part of this Agreement.

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

N. 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.

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

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

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

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

**DISTRICT:**

By: \_\_\_\_\_  
Rose Ramos, Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**CONTRACTOR:**

By:  \_\_\_\_\_  
Bigger Than Us Arts

11/02/2022  
\_\_\_\_\_  
Date

Print Name: Benwar Shepard

Title: Executive Director

Phone Number: 916-690-5856

Email: benwar@btuarts.org

**MOU- SCUSD Youth Development Support Services & BTU Arts  
Scope of Work 2021-22 School Year  
Attachment A**

Description of Service	BTU Arts Deliverable(s)/Activities	Timeframe
<p><b>Program Planning:</b> In collaboration with SCUSD and other partners, BTU Arts will plan, implement, modify and evaluate BTU Arts programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> <li>● Participate in 3 mandatory YDSS Supplemental Provider Meetings</li> <li>● BTU Arts staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency.</li> <li>● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world.</li> <li>● Provide sufficient staffing for program to maintain a 1:20 (adult/student) ratio</li> <li>● BTU Arts staff will follow all the guidelines of Volunteer Protocol</li> <li>● Provide staff and support for the arts classes and workshops</li> <li>● Coordinate with school staff to assess current arts needs</li> <li>● Hire and manage all BTU Arts after school staff.</li> <li>● To place BTU employees at appropriate school sites</li> <li>● To support and enhance current arts activities in schools.</li> <li>● Develop a program plan for each site and review it quarterly with all staff.</li> </ul>	<p>Meeting dates:  Schedule date in 11/2022  Schedule date in February, 2023  Schedule date in 5/2023</p>
<p><b>Program Management &amp; Facilitation:</b> BTU Arts will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> <li>● Provide enrichment programming to at least 15-20 students per site.</li> <li>● Communicate regularly with SCUSD lead staff regarding project progress</li> <li>● Coordinate with site After School Program Manager regarding program delivery, field trips and/or additional student activities</li> <li>● Facilitate parent involvement in events/activities for parents of program participants</li> <li>● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants</li> <li>● Participate in other SCUSD YDSS events</li> <li>● Other deliverables as agreed upon by BTU Arts and the District</li> </ul>	<p>On-going</p>
<p><b>Program Evaluation:</b> BTU Arts will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> <li>● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff.</li> <li>● Report to SCUSD lead staff regarding progress on overall outcomes</li> <li>● Provide mid-year update at the end of the semester (January/February 2023)</li> <li>● Provide final impact report on the impact and overall outcomes of the program on or before June 16, 2023, which should include results of pre/post tests showing student progress</li> </ul>	<p>Ongoing</p>

<b>Description of Service</b>	<b>SCUSD Deliverable(s)/Activities</b>	<b>Timeframe</b>
<p><b>Program Planning Program; Management; Program Evaluation</b> YDSS will:</p>	<ul style="list-style-type: none"> <li>● SCUSD YDSS will pay BTU Arts Program the total amount of \$133,200.</li> <li>● Train BTU Arts Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training.</li> <li>● Provide information about BTU Arts’s program scope and deliverables to site administration</li> <li>● Provide classroom space for the program at each designated site once students return to sites for in-person instruction.</li> <li>● Once students return to campuses, BTU Arts will need prior permission from the area specialist to provide services in person</li> <li>● Assist in recruiting participants for the program through school advertising and outreach</li> <li>● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation</li> </ul>	

COVID-19 Addendum

**In further consideration for this Agreement, The Contractor enters this COVID-19 Addendum as Contractor and its employees would be providing services from the school sites:**

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

Bigger Than Us Arts:  \_\_\_\_\_

Address: **2733 Riverside Blvd, Sacramento, CA 95818** \_\_\_\_\_

Signature and Title:  **Benwar Shepard, Executive Director** \_\_\_\_\_

Work Phone: **916-690-5856** Other Phone: \_\_\_\_\_

# SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services**

And

**Studio T**

The Sacramento City Unified School District (“District” or “SCUSD”) and Studio T (“Studio T” or the “Contractor”) (collectively the “Parties”) hereby enter into this Agreement for program services (“Agreement”) effective on October 1, 2022 (“Effective Date”) with respect to the following recitals:

## RECITALS

WHEREAS, the District desires the STUDIO T program to provide youth with opportunities to build positive self-esteem, learn the history of urban and traditional art, be physically active, host parent engagement activities and express themselves through visual and performing arts during the after school program hours at Tahoe Elementary, Camellia Basic, Harkness, New Joseph Bonnheim, Woodbine, Caleb Greenwood, Isador Cohen, Susan B Anthony, Nicholas, Cesar Chavez, and Woodbine Elementary Schools and School of Science and Engineering, Rosa Parks, and Fern Bacon Middle Schools; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 15-20 students per session for 30 weeks; (2) students will learn to express themselves artistically by learning different styles of dance, urban and traditional art, and creating visual art; (3) students will learn about the history of art culture, how it relates to their self-identity, and how it can be used as a tool for social justice, (4) sessions will be 1 hour in length twice per week at all schools sites mentioned above; (5) at the end of the program the youth will perform their dance routine(s), and display their visual art at the end of the program event held in collaboration with the afterschool program; and

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. Studio T shall adhere to the scope of work outlined in this agreement. Studio T will provide staff, and coordinate across specified program sites. Studio T will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, Studio T will request approval from Youth Development area specialist and complete all needed school district documentation. Studio T will provide site management and supervision with a ratio of 1 to 20 adult/students and maintain at least 15-20 students in the program.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, Studio T shall invoice the District in three installments not to exceed the total amount of **\$100,800**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement.

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

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

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



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

G. Period of Agreement. The term of this Agreement shall be from October 1, 2022 through June 30, 2023. 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.

H. Indemnity.

i. Studio T shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Studio T, any subcontractor, anyone directly or indirectly employed by Studio T or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless Studio T, including the officers, employees, agents, and volunteers of Studio T from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of Studio T.

I. 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.

J. 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.

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

L. Entire Agreement. This Agreement constitutes the entire agreement between Studio T and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. Studio T hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agrees and represents that each of them are the drafters of every part of this Agreement.

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

N. 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.

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

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

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

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

**DISTRICT:**

By: \_\_\_\_\_  
Rose Ramos, Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**CONTRACTOR:**

By:  \_\_\_\_\_  
Studio T

10/1/22  
Date

Print Name: Tamaira Sandifer

Title: CEO

Phone Number: 916 760 7917

Email: missfee@studiotdance.com

# MOU- SCUSD Youth Development Support Services & Studio T

## Scope of Work 2022-23 School Year

### Attachment A

<b>Description of Service</b>	<b>Studio T Deliverable(s)/Activities</b>	<b>Timeframe</b>
<p><b>Program Planning:</b> In collaboration with SCUSD and other partners, Studio T will plan, implement, modify and evaluate Studio T programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> <li>● Participate in 3 mandatory YDSS Supplemental Provider Meetings</li> <li>● Studio T staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency.</li> <li>● Integrate the goals of the SCUSD Strategic Plan as follows:               <ol style="list-style-type: none"> <li>1. College, career and life ready graduates</li> <li>2. Safe, emotionally healthy and engaged students</li> <li>3. Family and community empowerment</li> <li>4. Operational excellence</li> </ol> </li> <li>● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world.</li> <li>● Provide sufficient staffing for program to maintain a 1:20 (adult/student) ratio</li> <li>● Studio T staff will follow all the guidelines of Volunteer Protocol</li> </ul>	<p>Meeting dates: 11/2022  Schedule date in February, 2023  5/2023</p>
<p><b>Program Management &amp; Facilitation:</b> Studio T will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> <li>● Provide enrichment programming to at least 15-20 students per site.</li> <li>● Incorporate group assignments, team building projects, community service opportunities, college tours and tutoring.</li> <li>● Communicate regularly with SCUSD lead staff regarding project progress</li> <li>● Coordinate with site After School Program Manager regarding program delivery, field trips and/or additional student activities</li> <li>● Facilitate parent involvement in events/activities for parents of program participants</li> <li>● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants</li> <li>● Participate in other SCUSD YDSS events</li> <li>● Other deliverables as agreed upon by Studio T and the District</li> </ul>	<p>On-going</p>
<p><b>Program Evaluation:</b> Studio T will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> <li>● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff.</li> <li>● Report to SCUSD lead staff regarding progress on overall outcomes</li> <li>● Provide mid-year update at the end of the semester (January/February 2023)</li> <li>● Provide final impact report on the impact and overall outcomes of the program on or before June 11, 2023 which should include results of pre/post tests showing student progress</li> </ul>	<p>Ongoing</p>


COVID-19 Addendum

**In further consideration for this Agreement, The Contractor enters this COVID-19 Addendum as Contractor and its employees would be providing services from the school sites:**

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

Studio T: Tamaira "Tee" Sandifer

Address: 2410 Fair Oaks Blvd, 130, Sacto, CA 95825

Signature and Title:  , CEO

Work Phone: 916 7607917

Other Phone:

**COLLABORATION AGREEMENT BETWEEN**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**AND**  
**NATIONAL UNIVERSITY**

This Collaboration Agreement (“Agreement”) between NATIONAL UNIVERSITY, a California non-profit public benefit corporation ("NU"), and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“COLLABORATOR”), is made as of October 19, 2022, referencing to the following facts:

**RECITALS**

A. NU is an independent institution of higher education accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges Senior College and University Commission (“WASCUC”) and offers undergraduate and graduate degrees and certificate programs in a variety of fields, including business, education, technology, and health care which are delivered both in classroom and online formats. The programs currently offered by NU are listed and described in its General Catalog (“General Catalog”) available online at [www.nu.edu](http://www.nu.edu).

B. NU is an independent institution of higher education with its administrative offices in San Diego, California, and campuses located throughout California, as well as Nevada.

C. NU is an affiliate of the National University System. The National University System is an alliance of operationally independent and separately accredited, non-profit educational institutions offering a variety of educational programs to diverse constituencies and a provider of technical assistance for online educational programs.

D. The California Commission on Teacher Credentialing (“CTC”) is an agency in the Executive Branch of California State Government, created in 1970 by the Ryan Act as the autonomous state standards boards for educator preparation for the public schools of California, the licensing and credentialing of professional educators in the State of California, the enforcement of professional practices of educators, and the discipline of credential holders in the State of California.

E. Pursuant to the provisions of the California Education Code, the governing board of any school district is authorized to enter into agreements with any university or college accredited by the CTC as an educator preparation institution to provide teaching practicum and administrative experience to University students enrolled in the credential curricula of such institutions (to include, without limitation, a Preliminary Administrative Services Credential).

F. NU represents that it is accredited by the CTC as an educator preparation and credentialing institution

G. COLLABORATOR is a California Public School District designated by the State of California.

H. NU and COLLABORATOR are entering into this Agreement to facilitate offering of a Preliminary Administrative Services Credential program to employees of COLLABORATOR.

I. NU and COLLABORATOR believe that this partnership will advance their respective missions by making the Preliminary Administrative Services Credentialing program available and more convenient to COLLABORATOR employees.

## TERMS AND CONDITIONS

### 1. Collaboration.

**11** NU and COLLABORATOR will collaborate in the offering of the Preliminary Administrative Services Credential program (the "Program").

**12** **NU Courses.** The Program courses will be taught by NU faculty via an online format. In the event students take courses at any place other than the COLLABORATOR's work sites or remotely using COLLABORATOR's technology (e.g., computers or tablets), the tuition reduction offered in this Agreement will not be applicable, and students will be charged the standard, full tuition rate.

**13** **Modality.** NU will provide an online platform.

**14** **Eligibility Requirements.** Students wishing to enroll in the Program must comply with NU's current Program admission requirements.

**15** **Verification of Employment.** NU will permit only those students who supply NU with proof of their employment status with COLLABORATOR to take courses at the reduced tuition rate described in this Agreement. COLLABORATOR shall verify that the students are currently active employees of COLLABORATOR working in a position requiring a teaching credential issued by the California Commission on Teacher Credentialing ("CTC") and that the employee possesses an active teaching credential, in order to be eligible to participate in the Program at the reduced tuition rate.

**2. WASCUC and CTC Standards.** The Program shall be conducted in accordance with all applicable WASCUC and CTC standards, policies and procedures.

**21 WASCUC Standards.** NU is subject to the standards and policies of WASCUC. Therefore, COLLABORATOR and NU shall conduct all activities undertaken in connection with any project which includes student recruiting in strict compliance with the WASCUC standards and policies.

**22 ED Regulations.** NU has been approved for various financial assistance programs sponsored or demonstrated by the United States Department of Education ("ED") including participation in tuition assistance programs provided for under Title IV of the Higher Education Act of 1965, as amended. The Act and regulations promulgated by ED include an Incentive Compensation Rule which provides that an institution participating in Title IV programs "may not provide any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid to any persons or entities engaged in any student recruiting or admission activities or in making decisions regarding the award of student: financial assistance." COLLABORATOR agrees that it will not compensate any employee or field representative based directly or indirectly upon success in securing enrollments. Further, COLLABORATOR agrees to conduct all activities and fully comply with the Incentive Compensation Rule.

**23 CTC Standards.** NU shall ensure that the Program satisfies any and all CTC requirements for a Preliminary Administrative Services Credential to be issued to individuals who successfully complete the Program.

**3. Advertising and Promotion.**

**31 Advertising Materials.** NU and COLLABORATOR may publish, distribute, advertise, or communicate information regarding the Program in any appropriate medium at the advertising and/or communicating party's sole expense; provided, however, that NU and COLLABORATOR will first deliver the proposed advertising copy or other material to the other party and obtain its written approval.

**32 Name Seal and Logo.** Neither party may use the name, seal, or logo of the other party without its prior written consent. NU and COLLABORATOR will each make available its "brand" consistent with the terms of this Agreement.



#### **4. Agreement Term and Termination.**

**41 Term.** Unless provided otherwise in the Addenda hereto, the term of the Agreement begins on the date of this Agreement and continues for a period of one year ("Agreement Term") unless terminated sooner, or unless mutually extended in writing.

**42 Minimum Class Size.** NU will offer the Program for the term of this Agreement unless the enrollment in any Program falls below fifteen (15) students during any two (2) consecutive months. In such event, NU may terminate this Agreement.

**43 Early Termination.** NU or COLLABORATOR may terminate this Agreement at any time for any reason by giving forty-five (45)-days' notice to the other party.

**44 Renewal.** Unless otherwise provided for in the Addenda hereto, the Agreement Term will automatically renew on each anniversary date for a period of one year unless either party provides Notice of its intention to not renew the Agreement.

#### **5. Academic Related Responsibilities**

**51 Academic Responsibility.** NU will have exclusive control over the NU Programs. NU is not delegating, and will not delegate, any of its institutional rights or obligations. NU will make all academic judgments and decisions consistent with its published policies and procedures or its good faith reasonable judgment.

**52 Curriculum.** Any course or program offered by NU will be subject to NU's sole and absolute approval and will be consistent with WASCUC and all other requirements imposed by any agency or professional organization.

**53 Evaluation of Student Progress.** Students will be evaluated at the completion of any course taken for academic credit using the grading rubric provided in the syllabus to determine if the students have satisfied the course requirements and met learning objectives. Any student who does not satisfy the course requirements and meet the learning objectives will not receive academic credit from NU.

**54 Academic Credit.** NU will award academic credit to students who successfully complete courses and confer degrees or certificates on students who successfully complete NU Programs, under its published policies and procedures. NU makes no representation that academic credit awarded by NU will be accepted by any other institution in the United States or elsewhere.

**55 Admissions.** NU will evaluate each potential student in accordance with its published admissions criteria and will grant admission to those students who, in its discretion, it determines are qualified for admission into the NU Programs.

**56 Enrollment Agreement.** NU will enter an enrollment agreement with each student admitted into the Program, which enrollment agreement will govern the rights and obligations of the student and NU.

**57 Teach Out.** In the event the Agreement Term is terminated or not renewed as provided for in this Agreement or the Addenda hereto, and if active students remain at the end of the Agreement Term or any renewal term, such students may complete the Program online at the standard, full tuition rate.

**58 FERPA.** All student records are protected under the United States Family Education Rights and Privacy Act ("FERPA"). COLLABORATOR will maintain the confidentiality of any and all student data in accordance with FERPA, including procedures to ensure that all student records are kept in secured facilities and access to the records is limited to personnel who are authorized to have access to said data. These confidentiality requirements will survive the termination or expiration of this Agreement.

**59** To the extent that any NU employees or contractors are on COLLABORATOR premises, NU will comply with the following pre-service screening requirements for all staff and contractors assigned by the NU to provide services to COLLABORATOR:

**5.10 Fingerprinting:** NU shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. NU's responsibility shall extend to all NU employees, program staff, and subcontractors, regardless of whether such individuals are paid or unpaid, and/or acting as independent contractors of NU ("NU Party"). NU shall not permit any NU Party to have any in-person contact with COLLABORATOR's employees or students until NU has verified in writing to the COLLABORATOR's Board of Education that such NU Party has not been convicted of a felony, as defined in Education Code Section 45125.1. Verification of compliance with this requirement shall be provided in writing to COLLABORATOR prior to each NU Party's participation in the program if there will be any in-person contact by any NU Party and prior to permitting in-person contact with COLLABORATOR's employees or students.

**5.11 TB Testing:** Prior to permitting any NU Party to have in-person access to any COLLABORATOR employee or student under the terms of this Agreement, NU shall require each NU Party to submit evidence of an examination within the past sixty (60) days to determine that they are free of active tuberculosis. NU agrees to adhere to the tuberculosis test requirements of Education Code Section 49406 for each NU Party. Verification of compliance with this requirement shall be provided in writing to COLLABORATOR prior to each NU Party's in-person participation in the program and prior to permitting in-person contact with COLLABORATOR employees or students.

## **6. Tuition, Fees, and Student Services.**

**61 Tuition.** NU will charge COLLABORATOR employees a tuition rate that is twenty-five percent (25%) less than the NU's standard tuition rate currently being charged at the time each course is offered. This rate is subject to normal tuition increases, as indicated in the most current version of the NU Catalog. NU will also charge COLLABORATOR employees all applicable fees and costs. This tuition reduction may not be applied in conjunction with any other University scholarship for which an employee may be eligible. Should COLLABORATOR employees take courses outside of the cohort with COLLABORATOR, the tuition reduction offered in this Agreement will not be applicable and COLLABORATOR employees will be charged the standard, full tuition rate.

**62 Fees and Costs.** In addition to tuition, NU may charge students fees and costs consistent with its published policies.

**63 Refund Policy.** The refund policy for students enrolled in Program will be governed by NU published policies and procedures.

**64 Policies and Procedures.** Students admitted to the Program will be subject to the applicable rules and regulations prescribed in the NU Catalog. Students shall be entitled to the same rights as other NU students.

**65 Student Assistance.** NU will provide students assistance with student relationships, class scheduling, non-academic student advising, and special tutoring.

**66 Textbooks.** NU will designate textbooks, course packs, and other instructional materials for students. COLLABORATOR employees will be independently responsible for purchasing any textbooks, course packs and/or other instructional materials as outlined on the course syllabus as requirements per ~~course~~

**67 Library Resources.** Students enrolled in the Program will have access to NU's electronic library and shall be provided remote authentication. Students will not be charged for access to the electronic library.

## **7. Confidentiality.**

### **7.1 Confidential Information.**

Confidential Information means information:

- (A) about the business affairs, finances, customer and supplier lists, marketing, sales, methods of operation, trade secrets, designs, inventions, formulas, software programs, processes, techniques, research, technical data, curriculum or other learning information;
- (B) disclosed by one party to the other party, either directly or indirectly, in writing or orally or by drawings or observation; and
- (C) which has actual or potential economic value to the party disclosing it.

**72 Duty of Confidentiality.** Both parties acknowledge that they may be exposed to Confidential Information from the other party and agree to keep this information strictly confidential. Both parties will take all possible and necessary precautions against disclosure of the Confidential Information to anyone, other than as provided in the Agreement, during and after the Agreement Term. Both parties must not use the Confidential Information except to the extent necessary to discharge its obligations and provide the services under this Agreement.

**73 Remedies for Disclosure.** Both parties agree that any unauthorized disclosure or use of the Confidential Information may cause immediate and irreparable harm to the other party for which money damages may not constitute a timely or adequate remedy. Accordingly, both parties agree that injunctive relief may be warranted in addition to any other available remedies. Both parties agree to give prompt Notice to the other party of any unauthorized misappropriation, disclosure, or use of the Confidential Information that may come to their attention and to take all steps at their own expense necessary to limit, stop, or otherwise remedy them is appropriation, disclosure, or use.

**74 Return of Confidential Information.** After Notice by one party, or the termination of the Agreement, the other party must immediately return the Confidential Information of the other party and comply with the instructions regarding the return or disposition of the Confidential Information, including any copies or reproductions.

## **8. Compliance With Laws.**

**81 Non-Discrimination and Commitment to Equity, Diversity and Inclusion.** The parties agree not to discriminate against any individual in the performance of this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis. COLLABORATOR agrees to recognize and support the NU's commitment to Diversity Equity and Inclusion.

**82 Title IX.** NU strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and NU's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on NU-controlled or affiliated property, including institutions and entities with whom NU places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on NU-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to NU's Title IX Coordinator via the reporting form at the following link: <https://www.nu.edu/reportit/>, or by using one of the other methods of communication with the Title IX Coordinator found at the following link: <https://www.nu.edu/title-ix/erp/>; (2) Cooperate with NU's investigation; and (3) Cooperate fully with all sanctions that NU may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any

of the aforementioned requirements, NU reserves the right to take appropriate action, including but not limited to: immediate removal from NU-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.

**83 Laws.** Both parties will conduct their activities under the Agreement in strict compliance with all Laws. "Laws" means all applicable laws, ordinances, regulations, and other requirements of any country, federal, state, county, or municipal agency.

**84 Permits and License.** Both parties will obtain all required licenses and permits for the performance of their obligations under the Agreement.

**85 Proof of Compliance.** Both parties will certify and provide proof that they are in compliance with laws and have obtained required permits or licenses within ten (10) business days after receiving a request from the other party.

## **9. Insurance And Indemnification.**

**91 Liability Insurance.** Both parties will maintain in force at all times during the Agreement Term, with insurance or self-insurance acceptable to each party, worker's compensation (the amount required by statute), employer's liability comprehensive general liability and auto liability, each in the amount of \$1,000,000, and additional insurance as may be necessary to cover each parties' obligations under the Agreement. Each party must furnish to the other party before the effective date of the Agreement certificates of insurance for all the insurance policies required under this Section showing the other party as an additional insured and other evidence of the required coverage.

**92 Indemnification by COLLABORATOR.** COLLABORATOR shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless NU and its officers, member entity employee, and agents for any and all liability, claims, litigation, judgments, causes of action, losses, expenses, damages, and liabilities arising out of, or incurred in connection with or arising directly or indirectly out of the obligations undertaken in connection with this Agreement, including, without limitation, breaches of obligations pertaining to compliance with WASC standards and ED regulations ("Claims"), except Claims arising through the sole active negligence or willful misconduct of NU.

**93 Indemnification by NU.** NU shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless COLLABORATOR and its officers, member entity employees, and agents for any and all Claims arising out of, or incurred in connection with or arising directly or indirectly out of the obligations undertaken in connection with this Agreement, except Claims arising through the sole active negligence or willful misconduct of COLLABORATOR.

**94 Definition of Indemnify.** "Indemnify" means to hold harmless from and defend from loss or liability with respect to any and all Claims (including reasonable costs and reasonable attorney's fees at both trial and appellate levels), arising out of, or incurred in

connection with, an identified circumstance, incident, condition, relationship, time period, or other matter. This indemnity obligation shall apply for the entire time that any third party can make a Claim against either party for liabilities arising out of the obligations under this Agreement.

## **10. Representations And Warranties**

**10.1 Both Parties.** Both parties represent and warrant that:

(A) the parties have the power to enter into and perform this Agreement; and this Agreement's execution has been duly authorized by all necessary action;

(B) following approval by COLLABORATOR's Board of Education, no further consent or approval of any other person or governmental authority is necessary for this Agreement to be effective; and

(C) the performance of the obligations assumed under the Agreement will not violate any laws or other applicable rules or regulations.

**10.2 Survival.** All warranties and representations made by either party or in any certificate or other instrument delivered by either party as evidence of its compliance with obligations under the Agreement will be considered to have been relied upon by the other party and will survive the performance of all obligations under the Agreement.

## **11. Enforcement.**

**11.1 Claims.** Any controversy or claim between the parties (including their trustees, directors, officers, shareholders and member entity employees) relating to, or arising out of, this Agreement must be submitted to Sacramento County Superior Court, including all controversies or claims based on contract, tort, equity, and all state and federal statutes.

**11.2 Attorneys' Fees.** In the event either party requests arbitration or files a lawsuit for the interpretation, specific performance, or damages for the breach of the Agreement, the prevailing party is entitled to a judgment or award against the other in an amount equal to actual and reasonable attorney's fees and costs incurred, together with all other appropriate legal or equitable relief.

## **12. Notices.**

**12.1 When Required.** When this Agreement requires that a party give Notice to the other party, including specifically notices of default, termination, or a demand for arbitration, the Notice must comply with the requirements in this Article.

**12.2 Methods.** Notice will be effective:

(A) if personally delivered to the recipient, upon delivery;

(B) if mailed first class to the last address of the recipient known to the party giving Notice, three mail delivery days after deposit in a U.S. Postal Service;

(C) if mailed certified mail, return receipt requested, on receipt, if a return receipt confirms delivery; and

(D) if delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service /OHL World Wide Express), charges prepaid or charged to the sender's account, on delivery.

**123 Recipients.** Notices must be given to:

If to NU, to:

Dave C. Lawrence, MBA, Ed.D.  
Vice Chancellor, Admin. & Finance, CFO  
National University  
With copy to: Legal Department  
9388 Lightwave Ave  
San Diego, CA 92123  
Telephone Number: (858) 642-8593  
Email: [dlawrence@nu.edu](mailto:dlawrence@nu.edu) and [legal@nu.edu](mailto:legal@nu.edu)

If to Sacramento City Unified School District, to:

Rose F. Ramos  
Chief Business Officer  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
Email: [rose-f-ramos@scusd.edu](mailto:rose-f-ramos@scusd.edu)

All communications for which Notice is not required, including those provisions permitting or requiring a party to "approve," "advise," or "consent" may be given by facsimile or other electronic communications. In these circumstances only the contact person for each party need receive the communication.

**13. Assignment.** The Agreement may not be assigned by either party without the express written consent of the other party.

**14. General Provisions.**

**141 Relationship of the Parties.** The parties agree that the terms of the Agreement do not constitute the formation of a partnership, joint venture, or other relationship and that no form of agency exists between the parties. Neither party will hold itself, or its agents or member entity employees, out to be an agent of the other party, and neither party will have authority to bind or obligate the other party in any manner whatsoever.

**142 Limitations on Authority.** The rights, powers, and authority of both parties is subject to the following conditions and limitations: (a) neither party will have authority to perform any act on behalf of the other except as expressly authorized in this Agreement or otherwise expressly authorized in writing; (b) without the approval of the other party, neither party will authorize, or obligate the expenditure of any funds, or create any liability or expense for the other party; and (c) any contracts or obligations will require the signatures of both parties.

**143 Third Persons.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under, or by reason of, the Agreement on any persons other than the parties to it and their respective permitted transferees, successors, assigns, heirs, executors, administrators, and personal representatives, nor is anything in the Agreement intended to relieve or discharge the obligation or liability of any third persons, nor will any provision give any third person any right of subrogation or action over or against either party to the Agreement.

**144 Expenses.** Except as expressly provided in the Agreement, both parties will pay their own expenses incident to the Agreement and the transactions contemplated, including all fees of counsel and accountants.

**145 Waiver.** One or more waivers of a term or condition in the Agreement by either party will not be construed as a waiver of any right to enforce the same or a different term or condition in the event of future defaults. Delay or omission by either party to seek a remedy for any default of the Agreement or to exercise a right accruing to the party with respect to the default will not be construed as a waiver.

**146 Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated. All contemporaneous contracts, understandings, representations, and statements, whether oral or written, and whether by a party or the party's legal counsel, are merged into the Agreement. No modification, waiver, amendment, discharge, or change of the Agreement will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge, or change is or may be sought.



**147 Construction and Interpretation.** The parties have participated fully in negotiating, preparing, and drafting the Agreement and the rule that an ambiguity in language is to be construed against the author will have no effect as to the Agreement. Article and Section headings are not to be considered a part of the Agreement and are included solely for convenience. Handwritten or typed words will have no greater weight than printed words. Unless the context requires otherwise: the plural and singular numbers will each be deemed to include the other; masculine, feminine, and neuter genders will each be deemed to include the others; "will," "will not," or "agrees" are mandatory, and "may" is permissive; "or" is not exclusive; "includes" and "including" are not limiting; and "days" mean calendar days. "Written approval," or "consent" means written approval or consent given in advance of the action or event signed by the other party giving its approval or non-approval, and if a party does not give approval or disapproval, approval is deemed denied.

**148 Partial Invalidity.** If any term or condition contained in the Agreement becomes to any extent invalid or unenforceable, the remainder of the Agreement, or the application of the term or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, will not be affected and every other term, provision, and condition will be valid and enforceable to the fullest extent permitted by law.

**149 Electronic Signature.** The parties agree that the Agreement, ancillary contracts, and related documents will be considered signed when the signature of a party is delivered by Adobe Sign, or by a wet signature. This electronic signature will be treated in all respects as having the same effect as an original signature.

**14.10 Miscellaneous Provisions.** This Agreement:

(A) will be binding upon, and inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, or assigns;

(B) may be executed in any number of counterparts and sent by facsimile, each of which is deemed to be an original, but all of which together constitute one and the same instrument;

(C) must be construed and enforced in accordance with the laws of the State of California; and

(D) except as otherwise expressly provided, has been entered into in Sacramento, California by COLLABORATOR and San Diego, California by NU as of the date set forth in the first line of the Agreement.

*[Signature Page to Follow]*

Accepted and Agreed:

**Sacramento City Unified School District**

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

Rose Ramos, CBO

**National University**

By: \_

\_\_\_\_\_  
Dave C. Lawrence, MBA, Ed.D.  
Vice Chancellor, Admin. & Finance, CFO

## **ADDENDUM A**

### **National University**

#### **Tier 1 Program Courses - Curriculum Elements:**

EDA 655	School Improvement Leadership
EDA 653	Curriculum Leadership
EDA 654	Instructional Leadership
EDA 600A	Applications in Leadership
EDA 652	Visionary Leadership
EDA 656	Professional Growth Leadership
EDA 657	Org/Systems Leadership
EDA 658	Community Leadership
EDA 602A	Internship A
EDA 602B	Internship B



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**SERVICES AGREEMENT**

**Date:** December 1, 2022 **Place:** Sacramento, California

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

**Recitals:**

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

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

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

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

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

**ARTICLE 1. SERVICES.**

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

Morning program, extra class and sports program at New Joseph Bonnheim

**ARTICLE 2. TERM.**

This Agreement shall commence on November 1, 2022, and continue through June 30, 2023, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

**ARTICLE 3. PAYMENT.**

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

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**Flat Rate:** The total payment to Contractor, including travel and other expenses, shall be One Hundred Thirty-Five Thousand Three Hundred Ninety-Four and 57/100 Dollars (\$135,394.57).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8. VACCINATION REQUIREMENTS**

Per Sacramento City Unified School District Board of Education [Resolution No. 3233](#) requirements, Contractor agrees that any employee, agent, or subcontractor it assigns to provide services at District facilities will be fully vaccinated against COVID-19, unless they have filed a valid exemption with Contractor. Individuals with valid exemptions shall undergo regular,

routine testing. Certification of compliance with the above requirements must be submitted using the following link prior to providing services at District facilities:

[https://app.informedk12.com/link\\_campaigns/vaccination-certification-for-contracted-services?token=xpungUbbV5yLWiuurunPm8CiQ](https://app.informedk12.com/link_campaigns/vaccination-certification-for-contracted-services?token=xpungUbbV5yLWiuurunPm8CiQ).

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

#### **ARTICLE 9. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 10. INSURANCE.**

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

#### **ARTICLE 11. TERMINATION.**

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

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

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



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**ARTICLE 12. ASSIGNMENT.**

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

**ARTICLE 13. NOTICES.**

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

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

Contractor:  
Center for Fathers & Families  
920 Del Paso Boulevard  
Sacramento CA 95815

**ARTICLE 14. ENTIRE AGREEMENT.**

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

**ARTICLE 15. CONFLICT OF INTEREST.**

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

**ARTICLE 16. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital

status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 17. SEVERABILITY.**

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

**ARTICLE 18. RULES AND REGULATIONS.**

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

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

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

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

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

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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**CENTER FOR FATHERS & FAMILIES**

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

Rose Ramos  
Chief Business Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

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

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

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

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

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Authorized Signature of Contractor

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Date

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Printed Name/Title

**Center for Fathers & Families**

920 Del Paso Blvd  
Sacramento, CA 95815

**Invoice**

Date	Invoice #
11/9/2022	NJBEL2022

Bill To
New Joseph Bonnheim Charter

*Wanda Atana*

Description	Amount
New Joseph Bonnheim - ELOP ( 15%)  Invoice# NJBEL2022	59,042.57
<b>REMIT TO CENTER FOR FATHERS AND FAMILIES 920 Del Paso Blvd., Sacramento, CA 95815</b>	<b>Total</b> \$59,042.57

Phone #  
916-568-3237

E-mail  
wanda@cffsacramento.org

**Center for Fathers & Families**

920 Del Paso Blvd  
Sacramento, CA 95815

**Invoice**

Date	Invoice #
11/9/2022	NJBXTRA...

Bill To
New Joseph Bonnheim Charter

*Wanda Adams*

Description	Amount
New Joseph Bonnheim - Morning Program, Extra Class and Sports Program 2022- 2023  Invoice # NJBXTRA2022	76,352.00

REMIT TO: CENTER FOR FATHERS AND FAMILIES

920 Del Paso Blvd, Sacramento, Ca. 95815 E-mail

**Total** \$76,352.00

Phone #  
916-568-3237

E-mail  
wanda@cfsacramento.org

One Extra Classes (1) additional employees and supplies

Before School Program - 6:30am - 9:30 am (3 hours) - Two Staff

After School Program - PE Aid 2 hours per day

	# of Days	# of Hours	# of Employees	Cost Per Hr	Amount	Total
August 2022	0	-	0	0	-	
Thursdays	0	-	0	0	-	
<b>Tot - Aug 2022</b>						<b>\$ -</b>
September 2022	0	-	0	0	-	
Thursdays	0	-	0	0	-	
<b>Tot - Sept 2022</b>						<b>\$ -</b>
October 2022	0	-	0	0	-	
Thursdays	0	-	0	0	-	
<b>Tot - Oct 2022</b>						<b>\$ -</b>
November 2022	16	5.0	1	25	2,000.00	
*Thursdays	6	6.0	1	25	900.00	
<b>Tot - Nov 2022</b>						<b>\$ 2,900.00</b>
December 2022	12	5.0	1	25	1,500.00	
Thursdays	3	6.0	1	25	450.00	
<b>Tot - Dec 2022</b>						<b>\$ 1,950.00</b>
January 2023	16	5.0	1	25	2,000.00	
Thursdays	3	6.0	1	25	450.00	
<b>Tot - Jan 2023</b>						<b>\$ 2,450.00</b>
February 2023	18	5.0	1	25	2,250.00	
Thursdays	7	6.0	1	25	1,050.00	
<b>Tot - Feb 2023</b>						<b>\$ 3,300.00</b>
March 2023	23	5.0	1	25	2,875.00	
Thursdays	6	6.0	1	25	900.00	
<b>Tot - Mar 2023</b>						<b>\$ 3,775.00</b>
April 2023	10	5.0	1	25	1,250.00	
Thursdays	2	6.0	1	25	300.00	
<b>Tot - Apr 2023</b>						<b>\$ 1,550.00</b>
May 2023	22	5.0	1	25	2,750.00	
Thursdays	4	6.0	1	25	600.00	
<b>Tot - May 2023</b>						<b>\$ 3,350.00</b>
June 2023	7	5.0	1	25	875.00	

Thursdays	2	6.0	1	25	300.00
Tot - Jun 2023					\$ 1,175.00
Totals					\$ 20,450.00
Daily	84				
Thursdays & Minal Dys	29				
Total Days	113				
Cost Per Hr = \$27.00 /\$28	(\$1.00 differential for morning program and sports)				
Based on min pay rate of \$20 per hour + \$7 OH= \$27					
OH -includes Annual Employee Labor Cost, Social Sec, Workers Comp, Unemployment					
Training - 4 sessions each quarter @ \$3,000 (modules, materials, and staff)					\$ 12,000.00
Meals/Snack - for the training sessions (water and a light snack) \$750 x4					\$ 3,000.00
Morning Program - 40 students -Two (2) Team Leads @ 3 hours per day x 113 days					\$ 18,984.00
Sports Program - One (1) Team Lead at 2 hours per day x 113 days					\$ 6,328.00
Oversight - Specialist @ 1/4 of the average salary \$62,400					\$ 15,600.00
Total Budget for New Services					\$ 76,352.00
After School Program - ELO Program portion	\$	59,042.57	After School Program - ELO Program portion		\$ 59,042.57
Total Budget					\$ 135,404.57

New Joseph Bonnheim  
2022-2023

Proposed- Expanded Learning Extra class and morning program



February 10, 2022

## Conditions For Learning: A Proposal for Services

**Submitted to:** Linda Bersinger, Principal, Leataata Elementary and Aprille Shafto, Instructional Superintendent, Sacramento City Unified School District

**Submitted by:** Jason Knighton, Conditions For Learning

**Conditions For Learning** is an educational nonprofit helping educators create classroom environments that are Engaging, Responsive, and Inspiring. Conditions For Learning will provide professional development and on-site/virtual training at Leataata Floyd Elementary to support teachers in implementing strategies that increase academic rigor and social emotional support.

**Vision:** To position Leataata Elementary as a vibrant center of learning and social change for students, families, and the community.

**Mission:** Conditions For Learning will support Leataata Floyd Elementary educators in aligning the Leataata Floyd Elementary **Single Plan for Student Achievement** (SPSA) with effective instructional practices and approaches to support the increase in student achievement.

Conditions For Learning in partnership with Leataata Floyd educators and stakeholders will:

- Continue a **Literacy Cadre** to support improved literacy outcomes for students (Internal Reading Data & CAASP).
- Implement a Professional Learning Community (PLC) that utilizes **Formative Assessments** including Oral Reading Record Data, Narrative Writing, and Phonics Assessments (CORE, Lexia, Words Their Way, Phonics for Reading)
- Implement **Six Key Literacy Strategies: Reciprocal Teaching, Guided Reading, Literature Circles, Cross-Age Tutoring, Monthly Writing Samples, Phonics Instruction**
- Develop Inventive Thinking, Adaptability, Managing Complexity and Self-Direction (21<sup>st</sup> Century Skills) – **through Structuring Interaction, Project Based Learning – Bi-annual Learning Journey**
- Blend instruction and curriculum in language arts, science and social studies that captures student interest and motivates and challenges each child-regardless of ability level – to higher achievement (Sac City Strategic Plan) – and promote English Language Acquisition and Development through academic vocabulary instruction and authentic exhibitions/presentations **through Units of Study and Project Based Learning**
- Explicitly Teach Interactive Communication-Social and Personal Skills (21<sup>st</sup> Century Skills) **through Structuring Interaction**

Dates	Description	Days/Cost	Total
July 2022-June 2023	<b>On-site Training and In-class Support for:</b> Instructional Practices Coaching <ul style="list-style-type: none"><li>- <b>Structuring Interaction</b></li><li>- <b>Reciprocal Teaching</b></li><li>- <b>Formative Assessment</b></li><li>- <b>Differentiation</b></li><li>- <b>Cross-Age Tutoring</b></li><li>- <b>Literature Circles</b></li><li>- <b>Guided Reading</b></li><li>- <b>Phonics Instruction</b></li><li>- <b>Professional Learning</b></li></ul> <b>Community (PLC) Development</b>	August - September	130 days x \$1,200 (approx. 4 days/week)  total \$156,000

Respectfully submitted,

Jason Knighton  
Founder & Educator  
Conditions For Learning



**Cadence Solutions**  
**Estimate for**  
**Sacramento City Unified School District**



August 4, 2022  
Prepared by Jerad Uytterhagen  
Managing Director, Cadence Solutions

## Initiative A - Implementation Data Rescue (BMI)

- Extract up to 6TB of data from BMI, preserving and converting metadata
- Compress, OCR, and convert documents to compressed PDF format using Foxit PDF Optimization Suite
- Install Extended ECM in two environments sized appropriately for up to 600 users
- Utilize existing BMI Information Architecture (IA) including folder taxonomy, metadata, permissions, users, groups to migrate SCUSD documents into Extended ECM, ensuring Full Text Searching is enabled and functioning on imported documents
- User Acceptance Testing for up to 2 weeks. Cadence to assist via daily triage meetings.
- Go Live Launch and Post Go Live Transition to Cadence Managed Services
- Caveats
  - Installation of any client-side software is the responsibility of SCUSD
  - Metadata Categories are limited to 2 with a maximum of 15 attribute fields in each Category
  - Integrations, Forms and Workflows are out of scope for this phase

**Fixed Cost - \$50,000**

### Phased Approach



#### Planning

The Planning Phase occurs day one and involves project teams from both Cadence and SCUSD. Cadence's Business Analyst, Account Executive and Technical resources will meet with the SCUSD's project sponsors, project managers and business stakeholders to further gather requirements for the scope of the project. All requirements will be formally reviewed and summarized. The project schedule will be adjusted to account for any dependent projects, competing priorities and expected resource absences.

##### Deliverables

- Project Plan is finalized with dependencies and resource allocations
- Onboarding Project Teams
- Statement of Work Fully Executed

#### Requirements Gathering

The Requirements Gathering phase is crucial to the success of this project. In this phase, the Cadence's Business Analyst will meet with the SCUSD team and subject matter experts. The anticipated scope of this project is outlined above, the key deliverable of this phase is a to fully document all detailed requirements into a Business Requirements Specification. Sign off will be obtained to ensure an agreed upon scope, approach, and timeline.

##### Deliverables

- Workshops completed
- Business Requirements Document with

All training is delivered in English and all training documentation will be supplied electronically. Train the Trainer Training session is available to a maximum of eight (8) participants. In order to maximize the two days allotted for material creation and training, Cadence will modify existing training materials to SCUSD's requirements.

### Go Live

The go live phase is the phase everybody looks forward to and is also very cautious with. At this time, Cadence will have all hands-on deck to perform the final migration, the system cut over including responding to users' questions, and ensure all configurations are properly functioning. Cadence has included 10 days of Hypercare Post Go Live Support after which the application will transition to the Cadence Managed Application Services team.

### Deliverables

- System Live with Migrated Data
- Hypercare Support Engaged

### Resources

To maximize the chances of a successful deployment, it is recommended that SCUSD assign the following resources to the initiative for the duration of the project:

- Executive Sponsor – 1-2 hours per week
- Project Manager – 3-4 hours per week
- Business Subject Matter Experts – 8-12 hours per week
- IT System Administrator – 6-8 hours per week

### Estimated Schedule

Cadence anticipates the project duration of 3-5 months and is highly dependent on the extraction and conversion time of data from BMI.

## Initiative B - Managed Hosted Services

Cadence Managed Hosted Services are a set of multi-technology managed services, on a monthly subscription, that involve the monitoring, management, and troubleshooting of OpenText components. Cadence has many clients in both the private and public sectors that trust us to manage their enterprise solution and ensure adequate patching, security and optimal performance. Service components common to all Cadence Managed Services are based upon practices recommended by the Information Technology Infrastructure Library (ITIL) and OpenText.

More information is supplied in the Application Managed Services Overview PDF. Hosting and Managed Services are purchased together for \$7,500 per month on a three-year term at the following rates:

- **Hosting:** \$4,000 per month, including \$4,000 of Microsoft Azure monthly allowance, as anticipated per SCUSD requirements.
- **Managed Services:** \$3,500 per month

## Initiative C – Discovery Accounts Payable and Human Resources

With little known about both the Accounts Payable and Human Resources departments, Cadence is proposing a single day Discovery Workshop for each department to ensure all business requirements are captured and incorporated into a future Statement of Work.

**Fixed Cost \$5,600**

SCUSD Year 1 One-Time Fees to CDW SCUSD Year 1 Maintenance\* Year 2 Maintenance\* Year 3 Maintenance\* Year 4 Maintenance\* Year 5 Maintenance\*  
 Maintenance paid to (Direct to OpenText) (Direct to OpenText) (Direct to OpenText) (Direct to OpenText) (Direct to OpenText)

Extended ECM - 600 Standard Named Users	\$232,800.00	\$55,200.00	\$48,955.50	\$52,627.16	\$56,574.20	\$60,817.26
Intelligent Viewing - 600 Standard Named Users	\$35,364.00	\$7,236.00	\$7,417.50	\$7,973.81	\$8,571.85	\$9,214.74
Blazon for Content Suite - Base Module	\$2,357.00	\$542.00	\$494.50	\$531.59	\$571.46	\$614.32
Blazon for Content Suite Add On - OCR	\$1,767.00	\$408.00	\$370.88	\$398.69	\$428.59	\$460.74
Intelligent Capture Enterprise Server w. Adv Recognition 1M Pages/Year	\$33,009.00	\$6,356.83	\$6,923.00	\$7,442.23	\$8,000.39	\$8,600.42
Intelligent Capture - 10 Attended Clients	\$14,140.00	\$3,990.00	\$2,967.00	\$3,189.53	\$3,428.74	\$3,685.89
Intelligent Capture - 10 ScanPlus Clients	\$7,070.00	\$1,990.00	\$1,483.50	\$1,594.76	\$1,714.37	\$1,842.95
CVISION/FOXIT PDF Compressor and OCR for Content Suite - 1M Pages/Year	\$13,810.00	\$2,659.68	\$2,896.41	\$3,113.64	\$3,347.16	\$3,598.20
CVISION/FOXIT PDF Compressor and OCR for Content Suite - 1M Pages/Year	\$13,810.00	\$2,659.68	\$2,896.41	\$3,113.64	\$3,347.16	\$3,598.20
	\$26,781.83					
	\$380,908.83					
<b>Year 1 total to CDW:</b>	<b>\$461,951.02</b>	<b>\$81,042.19</b>	<b>\$74,404.70</b>	<b>\$79,985.05</b>	<b>\$85,983.93</b>	<b>\$92,432.72</b>

Year 1 total to CDW: \$461,951.02  
 are not guaranteed, as OpenText Sales has no influence whatsoever on future year maintenance rates.

OpenText Solutions	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation	\$50,000	\$0	\$0	\$0	\$0
Managed Services (Cadence Support)	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000
Hosting - Azure	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Discovery for AP and HR	\$5,600	\$0	\$0	\$0	\$0
<b>Yearly Total</b>	<b>\$145,600</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>\$90,000</b>

**Total Annual Cost** \$607,551.02 \$164,404.70 \$169,985.05 \$175,984 \$182,432.72

Cadence  
 Implementation  
 at  
 OpenText  
 SA23-00408  
 3 years



Thank you for choosing CDW. We have received your quote.

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## QUOTE CONFIRMATION

**BOB LYONS,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

**Convert Quote to Order**

Re-occurring maintenance fees are highlighted in red. These fees typically increase 7.5% per year.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MZLW334	9/20/2022	OPENTEXT.V2.1YR	1592600	<b>\$461,951.02</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">OPENTEXT EXT ECM PLATFORM STD</a> Mfg. Part#: 1000030626 Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37) <small>The enterprise-level document management system with features such as records management, advanced search, version control, collaboration, API integration, and more.</small>	600	6892173	\$388.00	\$232,800.00
<a href="#">OpenText Extended ECM Platform Standard - maintenance - 1 named user</a> Mfg. Part#: 1000030627 1 yr maintenance Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37)	600	6426655	\$92.00	\$55,200.00
<a href="#">OPENTEXT INTLLGNT VIEWING STD L+M 1Y</a> Mfg. Part#: 1000055947 Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37) <small>Provides in-application universal viewing, redaction, annotation, collaboration features, and more.</small>	600	6892192	\$58.94	\$35,364.00
<a href="#">OPENTEXT INTELLIGENT VIEWING STD MNT</a> Mfg. Part#: 1000055948 1 yr maintenance Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37)	600	7181821	\$12.06	\$7,236.00
<a href="#">OPENTEXT BLAZON CNT STE BASE L+M 1Y</a> Mfg. Part#: 1000028158 Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37) <small>Publishes files to TIFF, PDF, or CSF, with option of watermarks, banners, markup burn-in, etc.</small>	1	6892205	\$2,357.00	\$2,357.00
<a href="#">OpenText Blazon for Content Suite - Base Module - maintenance (1 year) - 1</a> Mfg. Part#: 1000028183 1 yr maintenance Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37)	1	6846854	\$542.00	\$542.00
<a href="#">OPENTEXT BLAZON CNTSTE AO OCR L+M 1Y</a> Mfg. Part#: 1000028175 Electronic distribution - NO MEDIA <small>Adds background OCR engine to the Blazon base system so that miscellaneous documents added to the system get automatically indexed and made fully text-searchable (without users having to send the documents through Intelligent Capture or the PDF Compressor).</small>	1	6892207	\$1,767.00	\$1,767.00

**QUOTE DETAILS (CONT.)**

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPENTEXT BLAZON FOR CONTENT STE MNT</u></b>	1	7181824	\$408.00	\$408.00
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Mfg. Part#: 1000028178

1 yr maintenance

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPEN TEXT INTELL CAPTURE ENT SVR BDL</u></b>	1	7158626	\$33,009.00	\$33,009.00
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Mfg. Part#: 1000006644

OpenText's most robust OCR engine with features such as advanced recognition, document classification, data-extraction, AI, database lookups, and more. Includes 1 million pages per year, one Attended Client and one ScanPlus Client. Also includes test, dev, and disaster recovery servers.

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPEN TEXT INTELL CAPTURE ENT SVR MNT</u></b>	1	6846833	\$6,356.83	\$6,356.83
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Mfg. Part#: 1000006645

1 yr maintenance

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OpenText Capture Attended Client - license - 1 concurrent user</u></b>	10	4714051	\$1,414.00	\$14,140.00
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Mfg. Part#: 1000005710

Concurrent users that validate and process documents scanned through intelligent capture

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPENTEXT INTELLIGENT CAPTURE MNT</u></b>	10	7181826	\$399.00	\$3,990.00
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Mfg. Part#: 1000005711

1 yr maintenance

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPEN TEXT CAPTIVA SCANPLUS CLIENT UB</u></b>	10	4714029	\$707.00	\$7,070.00
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Mfg. Part#: 1000005714

Concurrent users that scan documents through intelligent capture

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPENTEXT INTEL CAPTURE SCANPLUS MNT</u></b>	10	7181827	\$199.00	\$1,990.00
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Mfg. Part#: 1000005715

1 yr maintenance

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPEN TEXT PDF OPTIMIZE F CONTENT SVR</u></b>	2	7158631	\$6,905.00	\$13,810.00
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Mfg. Part#: 1000052225

Quantity "2" represents a total of 1 million pages per year that can be compressed and OCRd

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPENTEXT PDF OPTIMIZATION LIC</u></b>	2	7181829	\$1,329.84	\$2,659.68
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Mfg. Part#: 1000052226

1 yr maintenance

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

<b><u>OPEN TEXT PDF OPTIMIZE F CONTENT SVR</u></b>	2	7158631	\$6,905.00	\$13,810.00
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Mfg. Part#: 1000052225

Quantity "2" represents a total of 1 million pages per year that can be compressed and OCRd

Electronic distribution - NO MEDIA

Contract: California NVP Software (ADSP016-130652 7-16-70-37)

**QUOTE DETAILS (CONT.)**

<b>OPENTEXT PDF OPTIMIZATION LIC</b>	2	7181829	\$1,329.84	\$2,659.68
Mfg. Part#: 1000052226 1 yr maintenance Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37)				
<b>OPENTEXT CVISION PDF COMPRESSOR</b>	1	7158643	\$26,781.83	\$26,781.83
Mfg. Part#: 1000049201 Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37)				

This is a one-time volume pack of 10 million pages that can be compressed and OCRd. Since we anticipate this pack will be used up during the document migration phase, we do not expect that SCUSD will have a reason to pay maintenance on this SKU in future years.

<b>SUBTOTAL</b>	\$461,951.02
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$461,951.02</b>

**PURCHASER BILLING INFO**

**Billing Address:**  
SACRAMENTO CITY UNIFIED SCHOOL DIST  
ACCOUNTING SERVICES  
5735 47TH AVE  
SACRAMENTO, CA 95824-4528  
**Phone:** (916) 277-6665  
**Payment Terms:** NET 30 Days-Govt/Ed

**DELIVER TO**

**Shipping Address:**  
SACRAMENTO CITY UNIFIED SCHOOL DIST  
PURCHASING SERVICES  
3051 REDDING AVE  
SACRAMENTO, CA 95820-2122  
**Phone:** (916) 277-6664  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Pat Hein** | (866) 642-8073 | [pathei@cdwg.com](mailto:pathei@cdwg.com)

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CDW- R23-02535  
Year 1

Extended ECM - 600 Standard Named Users  
Intelligent Viewing - 600 Standard Named Users  
Blazon for Content Suite - Base Module  
Blazon for Content Suite Add On - OCR  
Intelligent Capture Enterprise Server w. Adv Recognition 1M Pages/Year  
Intelligent Capture - 10 Attended Clients  
Intelligent Capture - 10 ScanPlus Clients  
CVISION/FOXIT PDF Compressor and OCR for Content Suite - 1M Pages/Year  
CVISION/FOXIT PDF Compressor and OCR for Content Suite - 1M Pages/Year

SCUSD Year 1 One-Time Fees to CDW	SCUSD Year 1 Maintenance paid to CDW	Year 2 Maintenance* (Direct to OpenText)	Year 3 Maintenance* (Direct to OpenText)	Year 4 Maintenance* (Direct to OpenText)	Year 5 Maintenance* (Direct to OpenText)
\$232,800.00	\$55,200.00	\$48,955.50	\$52,627.16	\$56,574.20	\$60,817.26
\$35,364.00	\$7,236.00	\$7,417.50	\$7,973.81	\$8,571.85	\$9,214.74
\$2,357.00	\$542.00	\$494.50	\$531.59	\$571.46	\$614.32
\$1,767.00	\$408.00	\$370.88	\$398.69	\$428.59	\$460.74
\$33,009.00	\$6,356.83	\$6,923.00	\$7,442.23	\$8,000.39	\$8,600.42
\$14,140.00	\$3,990.00	\$2,967.00	\$3,189.53	\$3,428.74	\$3,685.89
\$7,070.00	\$1,990.00	\$1,483.50	\$1,594.76	\$1,714.37	\$1,842.95
\$13,810.00	\$2,659.68	\$2,896.41	\$3,113.64	\$3,347.16	\$3,598.20
\$13,810.00	\$2,659.68	\$2,896.41	\$3,113.64	\$3,347.16	\$3,598.20
\$26,781.83					
<b>\$380,908.83</b>	<b>\$81,042.19</b>	<b>\$74,404.70</b>	<b>\$79,985.05</b>	<b>\$85,983.93</b>	<b>\$92,432.72</b>
<b>Year 1 total to CDW: \$461,951.02</b>					

\*The above figures assume a 7.5% annual increase in the cost of maintenance and support, and are shared at the request of SCUSD for general budgetary forecasting purposes. SCUSD understands that these figures do not reflect official quotes and are not guaranteed, as OpenText Sales has no influence whatsoever on future year maintenance rates.

Cadence Solutions	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation	\$50,000	\$0	\$0	\$0	\$0
Managed Services (Cadence Support)	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000
Hosting - Azure	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Discovery for AP and HR	\$5,600	\$0	\$0	\$0	\$0
<b>Yearly Total</b>	<b>\$145,600</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>\$90,000</b>
<b>Total Annual Cost</b>	<b>\$607,551.02</b>	<b>\$164,404.70</b>	<b>\$169,985.05</b>	<b>\$175,984</b>	<b>\$182,432.72</b>

CTEIG  
101154



**SERVICES AGREEMENT**  
**Between**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**And**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

This Services Agreement ("**Agreement**"), effective as of the date of the parties' final signature below ("**Effective Date**"), is by and between The Regents of the University of California, a California public corporation ("**University**"), on behalf of its Institute of Urban and Regional Development at its Berkeley campus, and the Sacramento City Unified School District ("**SCUSD**"), a California school district having a principal place of business in Sacramento, CA. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties.**"

**BACKGROUND**

**A.** The University has the experience and capabilities necessary to perform the services contemplated by this Agreement and the performance of such services is consistent with its educational, research, and public service activities ("**University Mission**"); and

**B.** SCUSD would like the University to provide the services as set forth in this Agreement.

In consideration of the mutual covenants, terms and conditions in this Agreement, the Parties agree to the following:

**AGREEMENT**

**1. Scope of Work**

The University will perform the services ("**Services**") and, if applicable, provide the deliverables ("**Deliverables**") set forth in the attached Exhibit A – Scope of Work, incorporated by reference and made a part of this Agreement.

**2. Fees**

The fees or rates for the Services to be rendered by the University are set forth in Exhibit B - Budget. SCUSD will pay the University within 30 days from the date of University's invoices. Past due payments will accrue a 1% service charge per month. University will submit all invoices to SCUSD's representative listed in Section 15 (**Notice**). All payments from SCUSD to the University will be made by check payable to "The Regents of the University of California" to an address specified in the invoice or by wire transfer to an account specified in the invoice.

**3. Term and Termination**

**3.1** This Agreement commences on the Effective Date and will expire three years from the Effective Date or on August 31, 2025, whichever is later ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement.

**3.2** This Agreement may be terminated, by either Party in the event the other Party is in breach of any material term of this Agreement and has failed to cure such breach within 30 days after notice thereof. SCUSD's failure to pay any undisputed payment when due under this Agreement will constitute a material breach of this Agreement for the purposes of this provision.

**3.3** University may terminate this Agreement with or without cause upon 30 days' written notice to SCUSD. In addition, University reserves the right to terminate this Agreement if University is no longer reasonably able to perform the Services or any other obligations under this Agreement.

**3.4** In the event University terminates this Agreement pursuant to Section 3.3, SCUSD will pay the University for all Services rendered, expenses incurred and non-cancellable obligations as of the date the notice of termination was sent. University will refund to SCUSD any prepaid amounts (a) not earned by University prior to the date of such termination, (b) not applicable to expenses incurred by University prior to the date of such termination and/or (c) not applicable to non-cancellable obligations of University made prior to the date of such termination. In the case of termination by University pursuant to Section 3.3, University's liability will be limited to the amount of any such refund.

**3.5** All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections **4 (Copyright)**, **5 (University Name, Trademarks and Logos)**, **6 (Disclaimer of Warranty)**, **7 (Limitations of Liability)**, **8 (Indemnification)**, **9 (Insurance)**, **10 (Confidentiality)**, **12 (Materials Provided by SCUSD)**, and **13 (Data Security and Privacy)**.

#### **4. Copyright**

As between University and SCUSD, University owns all right(s), title, and interest in and to materials and information, including but not limited to course materials, images, text, data, illustrations, photos, audio, video, codes, logos, marketing plans, digital text, research, technical information, know-how, trade secrets, processes, algorithms, code, software, the derivatives thereof, and the selection, coordination and arrangement of such materials that is or was conceived, created, or developed prior to, or independent of the Services and Deliverables defined in Section 1 (collectively "**University Intellectual Property**") whether they are protected by copyrights, trademarks, service marks, patents, or other proprietary rights, either owned by University or licensed to the University by other parties who own such intellectual property. This is not a work made-for-hire agreement under U.S. copyright law, and any and all intellectual property rights to any materials or information created in the performance of this Agreement, including the Deliverables ("**Works**") shall vest with the University. To the extent that the University is not the owner of such Works, SCUSD hereby irrevocably assigns to University all right, title, and interest (including copyright rights) to and in such Works. The University grants to SCUSD a non-transferable, non-sublicensable, royalty-free, non-exclusive license to use the Works solely for internal business purposes. SCUSD will not use the Works for any other purpose without the prior written consent of the University.

#### **5. University Name, Trademarks and Logos**

SCUSD will not use the name of the University of California ("**UC**"), any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of SCUSD, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can

be reached at BCBP@berkeley.edu. At all times, SCUSD agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. SCUSD will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and SCUSD hereby expressly waives any right which it may have in University Marks. SCUSD recognizes the University's exclusive ownership of University Marks.

## 6. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the Services, the Deliverables, or the results provided under this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. SCUSD acknowledges that the Services, the Deliverables, and the results are provided on an "as is" basis and without warranties of any kind. SCUSD further acknowledges that it uses such Services, Deliverables, and results at its own risk. The University will bear no responsibility for the success or failure of the Services, Deliverables, or results.

## 7. Limitations of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

## 8. Indemnification

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

## 9. Insurance

**9.1** The Parties will keep in full force and effect during the Term, at each Party's own cost, expense, insurance or in the case of the University, self-insurance with coverages as follows ("**Insurance**"):

### A. Commercial Form General Liability Insurance with minimum limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$2,000,000
iii. Personal and Advertising Injury	\$1,000,000

iv. General Aggregate

\$2,000,000

B. Workers Compensation as required by applicable law.

C. If a representative of SCUSD will be driving on campus, Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence will be required.

9.2 If the Insurance is written on a claims-made form, it will continue for three (3) years following termination of this Agreement.

9.3 Upon execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the insurance provisions of this Agreement. SCUSD's Certificate of Insurance will be delivered to University's representative specified in the Section 15 (**Notice**). Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance

9.4 The insurance requirements set forth in this Section will not limit a Party's liability.

## 10. Confidentiality

Pursuant to the performance of this Agreement, the Parties do not anticipate exchanging or disclosing any "**Confidential Information**," defined as non-public information that a Party considers confidential or proprietary. However, if there will be any disclosure of Confidential Information, the information needs to be marked "Confidential" or "Proprietary at the time of disclosure," and if a Party discloses Confidential Information orally, the disclosing Party will indicate its confidentiality at the time of disclosure and will confirm such in writing within ten (10) days of the disclosure. Unless otherwise required by law (including a subpoena or California Public Records Act request) or court order or as otherwise authorized in writing by the other Party prior to the disclosure, each Party will not disclose the other Party's Confidential Information to any third party, and each Party will only use the other Party's Confidential Information to the extent necessary to perform this Agreement. Confidential Information will not include information that: (i) was legally in its possession or known to the receiving Party without any obligation of confidentiality prior to receiving it from the disclosing Party; (ii) is, or subsequently becomes legally and publicly available without breach of this Agreement by the receiving Party; (iii) is legally obtained by the receiving Party from a third party without any obligation or confidentiality; (iv) is independently developed by or for the receiving Party without use of the Confidential Information as demonstrated by competent evidence; or (v) is disclosed under the California Public Records Act or legal process. The receiving Party's confidentiality and use obligations will extend for a period of one (1) year from the date of receipt of the disclosing Party's Confidential Information.

## 11. Export Control and Biohazardous Materials

SCUSD WILL NOT provide to the University any materials and/or information that are export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials ("**Export Materials**"). If SCUSD desires to provide any Export Materials to the University, SCUSD must provide written notification that identifies such Export Materials, including their export

classification to the University contact in Section 15 (Notice) and receive confirmation and approval from the University, prior to disclosure.

## **12. Materials Provided by SCUSD**

In the event the University is producing Deliverables or providing Services that require SCUSD to furnish or supply the University with parts, goods, data, specifications, components, programs, practices, methods, Export Materials (if approved by the University pursuant to Section 11 above), or other property under this Agreement (collectively, "**SCUSD Materials**"), such SCUSD Materials shall be identified in Exhibit A, and provided by SCUSD in a timely and secure manner so as to allow University to perform the Services. SCUSD warrants that SCUSD Materials will: (1) conform to the requirements of this Agreement, including all descriptions, specifications, and attachments made a part hereof, and (2) will not infringe any third-party rights. The University's acceptance of SCUSD Materials will not relieve SCUSD from its obligations under this warranty.

If SCUSD is providing any materials to University in the performance of this Agreement, SCUSD will indemnify, defend, and hold harmless the University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that SCUSD Materials or the University's use of SCUSD Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The University retains the right to participate in the defense against any such suit or action, and SCUSD will not settle any such suit or action without the University's consent.

## **13. Data Security and Privacy**

**13.1. Definition of Data Protection Law.** For the purpose of this Agreement, "**Data Protection Law**" means applicable laws relating to privacy and data protection, including in the case of University, the Family Educational Rights and Privacy Act ("**FERPA**"), and other applicable U.S. federal and California state laws on privacy and data protection; and in the case of SCUSD, SCUSD's applicable national and local laws on privacy and data protection. In the event SCUSD collects data subject to international privacy laws, such as the General Data Protection Regulation (GDPR) and/or the Personal Information Protection Law (PIPL), if applicable, SCUSD agrees to comply with all applicable privacy requirements of such laws, including, but not limited to, notice, consent, access and data protection requirements. In the event any Protected Information is revealed, shared, or exchanged between the Parties, each Party agrees to comply with its obligations under all applicable Data Protection Law, and as required under this Agreement. To the extent that any laws or regulations of the home country or region of a Party has extra-territorial application such as to impose legal obligations on the other Party or its conduct outside such home country or region, the other Party upon request will provide reasonable assistance to such other Party in satisfying such obligation as necessary to implement this Agreement. Such reasonable assistance shall not include legal advice or opinion.

**13.2. Protected Information.** The Parties do not anticipate providing or exchanging any personally identifiable information or data identifiable to an individual ("Protected Information") in the performance of this Agreement. In the event that any Protected Information is revealed, shared, or exchanged, SCUSD agrees to protect the privacy and security of Protected Information.

SCUSD agrees to protect the privacy and security of Protected Information ("**Protected Information**"). SCUSD shall implement, maintain and use internationally recognized commercial data security standards regarding administrative, technical and physical security measures that meet or exceed these requirements, including information access and computer system security measures, to preserve the confidentiality, integrity and availability of the Protected Information. SCUSD shall not access, use or disclose Protected Information other than for the sole purpose granted by the University as necessary to carry out the Services, or as required by applicable U.S. law, or as otherwise authorized in writing by University. SCUSD shall inform University of any confirmed or suspected unauthorized access or disclosure of Protected Information immediately upon discovery, both orally and in writing, and fully cooperate with University in investigating and remedying the effects of such breach.

**13.3. Non-Disclosure.** Neither Party shall use or disclose Protected Information for any purposes except as contemplated by this Agreement or as required by applicable U.S. law (such as pursuant to a subpoena or, for the University, the California Public Records Act), or as otherwise authorized in writing by the other Party. In the event of expiration or termination of this Agreement, the requirements of this Section shall continue to apply to any Protected Information which continues to be stored, processed, or used by either Party following termination of this Agreement.

#### **14. Miscellaneous**

**14.1 Governing Law and Venue.** This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. Parties agree and consent to the exclusive jurisdiction and venue of the courts of the State of California of competent jurisdiction for all purposes regarding this Agreement and further agrees and consents that venue of any action brought will be exclusively situated in the County of Alameda, California.

**14.2 Relationship of the Parties.** The relationship of the Parties under this Agreement is that of independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

**14.3 Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes, or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for

a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to SCUSD.

**14.4 Assignment.** Neither Party may assign this Agreement without the written consent of the other Party. In case such consent is given, the assignee will be subject to all of the terms of the Agreement.

**14.5 Modification.** This Agreement may only be amended in a writing, signed by the authorized representatives of the Parties.

**14.6 Severability.** If a provision of the Agreement becomes, or is determined to be, illegal, invalid, unenforceable or void by a court of competent jurisdiction, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

**14.7 Integration.** This Agreement, including any exhibits and addenda, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The Parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering this Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void.

**14.8 Waiver.** No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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

**14.10 Headings.** Article and Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

**14.11 No Third-Party Rights.** Except as expressly provided in this Agreement, this Agreement is intended solely for the benefit of the Parties and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the Parties.

## 15. Notice

All notices under this Agreement must be in writing, and must be mailed or emailed or delivered by hand or recognized overnight delivery service to the Party to whom such notice is being given. Any such notice will be considered to have been given upon receipt or refusal of delivery. Additionally, notices by email will be considered legal notice only: (i) if such communications include the following text in the subject field: FORMAL LEGAL NOTICE; and (ii) upon written acknowledgement by the recipient, such acknowledgement not to include automatically generated responses.



University's representative for all purposes will be:

Name: Deborah McCoy, Director  
Address: Center for Cities and Schools, Institute for Urban and Regional  
Development, 324 Wurster Hall, Berkeley, CA 94720-1870  
Phone: 510-643-3105  
Email: debmccoy@berkeley.edu

SCUSD's representative for all purposes will be:

Name: Rose Ramos, CBO  
Address: 5735 47th Avenue, Sacramento, CA 95824  
Phone: (916) 643-9055  
Email: rose-f-ramos@scusd.edu

#### **16. Representation on Authority of Parties/Signatories**

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

[signature page follows]

IN WITNESS WHEREOF, the duly authorized Parties have executed this Agreement as of the Effective Date.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT]**

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

Name: Rose Ramos

Title: CBO

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

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

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

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

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

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

## EXHIBIT A - STATEMENT OF WORK

### *Civic Work Based Learning (Y-PLAN) Sacramento*

### *Mobilizing Young People as Agents of Change Through SCUSD Career Pathway Y-PLAN Partnerships*

*Professional Service Proposal to  
SCUSD College and Career Readiness Department  
September 2022 – August 2025  
Year 1: \$100,000, Year 2: \$100,000, Year 3: \$50,000*

## OVERVIEW

Today presents a unique time for CC+S to work with SCUSD district and community/civic partners to collectively forge justice and generate joy across our most marginalized schools, districts, and communities. By reimagining the role and tremendous capacity of adolescents throughout career pathway educational and civic systems, we can reframe youth as powerful problem-solvers and agents of change. This can - and must - be considered amid Californian and national efforts to restructure educational systems in support of career pathways, community schools, and other recent priorities.

CC+S proposes a three year partnership initiative to take work-based learning to a new level of collective impact where students' sense of agency and research capacity is mobilized to address and impact our communities deepest/greatest challenges such as homelessness, environmental resilience and educational equity. We believe this will also lift up SCUSD career pathways as a statewide and national model of inspiration.

## Building upon the past to move forward

While much was accomplished through the 2021-2022 academic year, given the level of change and flux brought on by the ongoing COVID 19 pandemic, many insights emerged for future improvement and expansion. Priorities identified from discussion with Y-PLAN teacher leads and civic partners include:

1. **Develop multi-year civic work-based learning projects** - To deepen academic rigor and civic partnerships to have real impact, teachers requested developing multi year Y-PLAN projects aligned with pathway themes and academic goals. Teachers reflected on how challenging it is to develop new client partnerships and new curriculum alignment strategies and assessments annually. Tackling one multi-year project—with some level of nuance each year to keep the project new and challenging for students—will enable teachers to focus on deepening the learning experience while fostering a better sense of ownership of project outcomes. Multi-year projects will also provide an opportunity to

strengthen SCUSD schools' relationships with professional networks, local civic agencies, and aligned nonprofits and businesses. Clear outcomes and impacts from the Y-PLAN projects will be more fully tracked and monitored for impact and implementation by students as well as client partners.

- Proposed multi-year project areas include two key areas that can be developed across different career pathways from law and social justice to engineering.
  - a) **Student Homelessness Policies**
  - b) **Environmental Resilience**

2. **Deepen rigor of Y-PLAN research process and outcomes by aligning to key SCUSD educational policy goals including:**

- Graduate Profile
- State Seal of Civic Engagement (SSCE)
- Linked learning/career pathway curricular priorities including:
  - i. Interdisciplinary project development and academy team planning
  - ii. In-school work based learning via Y-PLAN (like) consulting projects
  - iii. Scaffolded, multi year project capacity development going from group projects in 10th year to senior project development.
- A new area of growth also requested by Y-PLAN teaching partners is deepening and expanding data-driven research curriculum modules. Two key areas identified for growth include:
  - i. **Data Literacy** - CC+S will work with SCUSD instructional coaches to develop new survey development tools and teaching resources.
  - ii. **Final project rubric** - a clearer understanding of expectations will help teachers and students formulate and fulfill goals and outcomes through these in-school projects.

3. **UC Davis College Mentorship** - UC Davis graduate and undergraduate students will provide valuable support for teachers and students throughout the Y-PLAN process.

Key areas include:

- Project background, data collection and analysis, support for final presentations and college readiness.
- Y-PLAN mentors support first generation college students prepare for higher ed while in high school as well.

4. **Y-PLAN Learning Excursions and Inspiration Tours** - A key to Y-PLAN's effectiveness has always been taking students out of the classroom to engage with actual project environments and "real world" settings. Learning excursions take students to

observe and learn about sites where challenges exist, such as Sacramento’s environmentally hazardous areas or affordable housing developments. To inspire new thinking and ideation for their project clients, the Learning Excursions also take students to sites that demonstrate best professional practices such as TOD (Transportation Oriented Developments) or mixed use housing communities. A key insight during 2021-2022 was how challenging it was for classroom teachers to develop and lead meaningful, and inspiring tours — even with some support from Y-PLAN coaches. CC+S will work with SCUSD to develop a full set of plans and strategies to develop these tours for the future, while taking the lead in organizing these tours in the first two years of this partnership.

5. **Documentation and Evaluation aligned to SCUSD Graduate Profile and other Linked Learning outcomes.** While CC+S supports the documentation of Y-PLAN projects through policy briefs each year, it is clear that more assessment and evaluation of project learning outcomes and impact in communities for clients is needed. CC+S proposes developing both a formative and summative evaluation strategy over three years for Y-PLAN projects that align to SCUSD ’s powerful [Graduate Profile](#).
  
6. **Communications and Network Development** - Having recently published a book documenting two decades of Y-PLAN across the nation and around the globe, [Planning Cities With Young People and Schools: Forging Justice, Generating Joy](#), CC+S recognizes the importance of not only doing good work – but communicating about it broadly! CC+S seeks to embed more far-reaching strategies to get the word out to local, state and national networks about the amazing work done by SCUSD Career Pathway students. This is critically important to lift up the power and promise of students’ brilliant work and impact on their communities. It will also showcase the innovative work conducted by the school site and district leadership. After our book publication by Routledge Press in early 2022, the Stuart Foundation offered a small grant to CC+S to develop a communications strategy to further impact educational policy and practice. With the Stuart support, CC+S will bring this work to future Y-PLAN district partnerships. Through multimedia (news articles, blogs and op-eds and social media) we will tell the story of SCUSD students as agents of change in their community.

As we emerge from the COVID 19 pandemic and global crisis, adolescents need to be seen, welcomed and engaged. We must reimagine school systems to work in tandem with our broader urban ecosystems, embedding adolescent students into all aspects of policymaking and educational reform. The closer career pathways and curriculum-embedded work-based learning

come to the messy, complicated problems of our world today, the more students - and our communities - will benefit.

**Scope of Work**

The 10-point plan is a framework to build district-wide capacity for SCUSD to bring school-based, civic WBL across career pathways.

Within three years, the District will achieve the following outcomes:

- Is fully capable of implementing district-wide civic work-based learning projects situated within the class day
- Has the internal capacity that is fully built and aligned with the district plan
- Has a research/evaluative report aligned with the three-year outcomes

*Aspirational goal:* District is state-wide model for rigorous and engaged client driven PBL/WBL

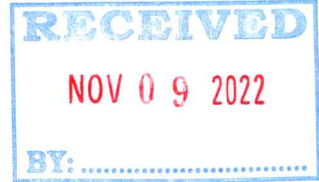
<b>10-Point Plan</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
1. <b>PLANNING &amp; DEVELOPMENT:</b> Work with principals and pathway leads to identify participating pathways and teachers & identify goals and expected outcomes.	<b>CC+S &amp; SCUSD</b>	<b>CC+S &amp; SCUSD</b>	<b>SCUSD</b>
2. <b>CIVIC PARTNERSHIP &amp; PROJECT DEVELOPMENT:</b> Cultivate a group of sustainable civic partnerships and menu of tailored, multi-year partnerships aligned to pathway - align with teachers and pathway work	<b>CC+S</b>	<b>CC+S &amp; SCUSD</b>	<b>SCUSD</b>

3. <b>PROFESSIONAL DEVELOPMENT:</b> Provide district-wide professional development for teachers	SCUSD + CC+S	SCUSD	SCUSD
4. <b>MATERIAL DEVELOPMENT:</b> Design, develop curriculum project materials for teachers aligned to pathway goals (i.e., project packets, develop new data literacy module, identify data needs and sources for deeper research, develop final project rubric)	CC+S - SCUSD	CC+S & SCUSD	SCUSD
5. <b>INSTRUCTIONAL COACHING:</b> On-Site Coaching and Peer to Peer Support Plan	SCUSD & CC+S)	SCUSD & CC+S)	SCUSD
6. <b>FIELD TRIPS:</b> Design and lead Y-PLAN urban inspiration field trips (one site visit and one for inspiration) - align to curriculum and project planning –what makes Y-PLAN trip different!?! to build capacity – engagement and data collection.	CC+S SCUSD	CC+S & SCUSD	SCUSD
7. <b>COLLEGE MENTORS:</b> Select and supervise UC Davis mentors for classroom support and college readiness	CC+S with UC Davis	CC+S with UC Davis	CC+S/SC USD
8. <b>COMMUNITY PARTNERSHIP:</b> Identify project specific community partners and guest speakers	CC+S & SCUSD	CC+S & SCUSD	SCUSD
9. <b>CULMINATING EVENTS:</b> Design and manage final presentations events ie, school site and/or city hall	CC+S & SCUSD	SCUSD	SCUSD
10. <b>EVALUATION AND DOCUMENTATION:</b> Develop a formative evaluation strategy and implementation plan to assess/ track growth, progress and outcomes - aligned to SCUSD graduate profile.	CC+S	CC+S	CC+S
<b>NEW: MESSAGING AND STORYTELLING!</b>	CC+S and SCUSD	CC+S and SCUSD	CC+S and SCUSD

<p><b>COMMUNICATION:</b> Develop messaging strategy for internal and external information sharing. [Photos, summaries, emails, shout outs - visual messaging!!] - work with other associations, LPI, CA Performance Assessment Collaborative (LPI), – Op Eds to spread the word and lift up the transformative work at SCUSD</p>			
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**EXHIBIT B – Proposed Budget**



University of California, Berkeley  
Proposed Budget

Ver.10.4 9/2022

<b>Principal Investigator:</b> Deborah McKoy		<b>Begin Date:</b> 9/1/22	
<b>Title:</b> Mobilizing Young People as Agents of Change Through SCUSD Career Pathway Y-PLAN Partn		<b>End Date:</b> 8/31/25	
<b>Year 1:</b> 9/1/22	through	8/31/23	<b>Budget Years:</b> 3
<b>Research Type:</b> On Campus Rate to 7/1/21-6/30/22 and until further notice			
<b>Sponsor Type:</b> Total Direct Costs		Non-Federal	
<b>SALARIES</b>			
<b>Faculty</b>	McKoy, Deborah	No. of Mos. 12	Monthly Rate 13,500
			Percent of Time 20%
			Subtotal 32,400
<b>Graduate Student Researchers</b>			
Total =	1		
	GSR Step II		* Reference
Academic	September 2022-2023	1	4,111 20% 822
Academic	October - December 2022-2023	3	4,111 20% 2,467
Academic	January - May 2022-2023	5	4,111 20% 4,111
Summer	July - August 2022-2023	2	4,111 100% 8,222
Academic	None 2022-2023	0	4,111 0% 0
		11	Total 15,622
<b>Other Personnel</b>			
Total =	Select Researcher Type*:		
	0 Associate Research Engineer, III	12	12,075 100% 0
	0 Assistant Research Engineer, IV	12	10,733 100% 0
	0 Assistant Specialist, I	12	4,717 100% 0
	0 Student Assistant (Hourly)	Hrs. Est= 180	17 100% 0
	0 Programmer/Analyst (or other career staff)	12	0 100% 0
	0 Other Career Staff	12	0 25% 0
	0 Postdoctoral Scholar Employee	12	0 100% 0
			Total 0
*See Reference for Rates			
<b>SALARY SUBTOTAL</b>			<b>48,022</b>
<b>BENEFITS</b>			
			Rate 35.9%
			Subtotal 11,632
<b>Professors</b>			
Total=	1		
Resident GSRs =	0		
Nonresident GSRs =	0		
	Semester 1	Semester 2	
Graduate Student Health Insurance	3186	3186	\$6,372 0
Resident GSR Tuition	7238	7238	\$14,476 0
Nonresident GSR Tuition	7238	7238	\$14,476 0
Nonresident Supplemental Tuition	7551	7551	\$15,102 0
Students			2.4% 375
Postdoctoral Scholar Employee			16.4% 0
Other Academic (Asso.Res./Specialist, etc.)			35.9% 0
Programmer/Analyst (or other career staff)			45.9% 0
<b>BENEFITS SUBTOTAL</b>			<b>12,007</b>
<b>PERSONNEL SUBTOTAL</b>			<b>60,029</b>
<b>TRAVEL Domestic Travel for technical meetings:</b>			
	Trips: 1	Days: 4	Subtotal
	PI Travelers: 1.0		2,541
	Student Travelers: 1.0		2,441
Airfare	\$600	Taxi: \$75	4,982
Meals	\$79	Conf. Reg. PI \$650	
Hotel	\$225	Conf. Reg. Student \$550	
<b>TRAVEL SUBTOTAL</b>			<b>4,982</b>
<b>SUPPLIES &amp; EXPENSES</b>			
	#	Amount	Unit
GAEL Insurance		\$ 840	840
UCRP Assessment		\$ 97	97
ERSO 10% Contract Management Fee (CMF)		\$ 10,000	10,000
Consultants		\$ 6,900	6,900
** Budget Optimizer	Expendable Research Supplies	\$ 754	12 9,052
<b>SUPPLIES &amp; EXPENSES SUBTOTAL</b>			<b>26,889</b>
<b>TOTAL DIRECT COSTS</b>			<b>91,900</b>
<b>MODIFIED TOTAL DIRECT</b>			
MTDC Base Indirect Rate	Base 68,250	9.89% 5/6 6,750	8,100 IDC Total
	13,650	9.89% 1/6 1,350	
<b>Total Cost Base Indirect</b>	76,583	9.89% 5/6 6,750	8,100 IDC Total
	15,317	9.89% 1/6 1,350	
<b>TOTAL INDIRECT COSTS</b>			<b>8,100</b>
<b>TOTAL COST FOR YEAR 1</b>			<b>100,000</b>
***For example: From F109 subtract (F103-25000) etc., from the formula if there are subawards.			

*OK to process*  
11/9/22



University of California, Berkeley  
Proposed Budget

Ver.10.4 9/2022

<b>Principal Investigator:</b> Deborah McKay																																																																																	
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*OK to process*  
11/9/22



University of California, Berkeley  
Proposed Budget

Ver.10.4 9/2022

Principal Investigator:		Deborah McKoy			
Title:		Mobilizing Young People as Agents of Change Through SCUSD Career Pathway Y-PLAN Partnerships			
Year 3:		9/1/24 through		8/31/25	
Sponsor Type:		Total Direct Costs		Non-Federal	
<b>SALARIES</b>		<b>No. of</b>		<b>Percent of</b>	
		<b>Mos.</b>		<b>Time</b>	
				<b>Subtotal</b>	
Faculty	McKoy, Deborah	12	14,602	13%	22,778
				Total	22,778
<b>Graduate Student Researchers</b>					
Total = 1					
GSR Step II					
Academic	September	2024-2025	1	4,446	20%
Academic	October - December	2024-2025	3	4,446	20%
Academic	January - May	2024-2025	5	4,446	20%
Summer	July - August	2024-2025	2	4,446	0%
Academic	None	2024-2025	0	4,446	0%
				Total	8,003
<b>Other Personnel</b>					
Total =					
Select Researcher Type*:					
0	Associate Research Engineer, III		12	13,060	100%
0	Assistant Research Engineer, IV		12	11,609	100%
0	Assistant Specialist, I		12	5,102	100%
0	Student Assistant (Hourly)	Hrs. Est=	180	17	100%
0	Programmer/Analyst (or other career staff)		12	0	100%
0	Other Career Staff		12	0	25%
0	Postdoctoral Scholar Employee		12	0	100%
				Total	0
				GSR Total	8,003
				*See Reference for Rates	
<b>SALARY SUBTOTAL</b>					<b>30,781</b>
<b>BENEFITS</b>					
Professors					
Total = 1					
Resident GSRs = 0					
Nonresident GSRs = 0					
Semester 1					
Semester 2					
Graduate Student Health Insurance	3446		3446	\$6,892	0
Resident GSR Tuition	7829		7829	\$15,658	0
Nonresident GSR Tuition	7829		7829	\$15,658	0
Nonresident Supplemental Tuition	8167		8167	\$16,334	0
Students				2.4%	192
Postdoctoral Scholar Employee				16.4%	0
Other Academic (Asso.Res./Specialist, etc.)				35.9%	0
Programmer/Analyst (or other career staff)				45.9%	0
<b>BENEFITS SUBTOTAL</b>					<b>8,369</b>
<b>PERSONNEL SUBTOTAL</b>					<b>39,150</b>
<b>TRAVEL Domestic Travel for technical meetings:</b>					
Trips: 0 Days: 3 Subtotal					
PI Travelers: 1.0					
Student Travelers: 1.0					
Airfare	\$600			Taxi:	\$75
Meals	\$79			Conf. Reg. PI	\$650
Hotel	\$225			Conf. Reg. Student	\$550
<b>TRAVEL SUBTOTAL</b>					<b>0</b>
<b>SUPPLIES &amp; EXPENSES</b>					
Participant Support/Stipend (OH exempt)					
# Amount Unit					
0 250 1 0					
<b>Computer Costs</b>					
Laptops 0 2,818 0					
Annual Server Maintenance 0 2,700 0					
Annual Desktop Maintenance 0 900 0					
CIF Monthly Fee 0 95 12 0					
ICF Fee 0 5 12 0					
Storage Infrastructure Fee 0 10 12 0					
Microlab Access Fee(hourly fee) 0 94 12 0					
Microlab Usage:					
Lab Fees (per account monthly max.) 0 1,400 12 0					
Equipment Fee (per account monthly max.) 0 1,400 12 0					
GAEL Insurance \$ 539 539					
UCRP Assessment \$ 68 68					
ERSO 10% Contract Management Fee (CMF) \$ 5,000 5,000					
Consultants \$ 0 0					
** Budget	Expendable Research Supplies	\$	21	12	253
Optimizer	(software, computer supplies, non-inventorial equipment, reproduction, shipping, mailing, etc.)				
<b>SUPPLIES &amp; EXPENSES SUBTOTAL</b>					<b>5,860</b>
<b>TOTAL DIRECT COSTS</b>					<b>45,010</b>
<b>MODIFIED TOTAL DIRECT</b>					
Base 50,000					
MTDC Base Indirect Rate	41,667	9.98%	5/6	4,158	4,990 MTDC
	8,333	9.98%	1/6	832	
<b>Total Cost Base Indirect</b>	37,508	9.98%	5/6	4,158	4,990 Total
	7,502	9.98%	1/6	832	
<b>TOTAL INDIRECT COSTS</b>					<b>4,990</b>
<b>TOTAL COST FOR YEAR 3</b>					<b>50,000</b>

OK to process  
11/9/22



University of California, Berkeley  
Proposed Budget

**Summary Budget**

Ver.10.4 9/2022

<b>Principal Investigator:</b>	Deborah McKoy	<b>Begin Date:</b>	9/1/22
<b>Title:</b>	Mobilizing Young People as Agents of Change Through SCUSD Career Pathway Y-PLAN Partnerships	<b>End Date:</b>	8/31/25

SALARIES	Year:	One	Two	Three	TOTAL
Faculty		32,400	33,696	22,778	88,874
Grad. Student Researchers		15,622	16,245	8,003	39,870
Other Personnel		0	0	0	0
<b>Salary Subtotal</b>		<b>48,022</b>	<b>49,941</b>	<b>30,781</b>	<b>128,744</b>
<b>BENEFITS</b>					
Benefits Subtotal		12,007	12,487	8,369	32,863
<b>Personnel Subtotal</b>		<b>60,029</b>	<b>62,428</b>	<b>39,150</b>	<b>161,607</b>
<b>TRAVEL</b>					
Domestic		4,982	4,982	0	9,964
Foreign		0	0	0	0
<b>Travel Subtotal</b>		<b>4,982</b>	<b>4,982</b>	<b>0</b>	<b>9,964</b>
<b>EQUIPMENT</b>					
<b>SUPPLIES</b>					
Laptops		0	0	0	0
Gael Insurance		840	874	539	2,253
UCRP Assessment		97	101	68	267
ERSO 10% Contract Management Fee (CMF)		10,000	10,000	5,000	25,000
Consultants		6,900	5,020	0	11,920
Expendable Research Supplies		9,052	6,615	253	15,919
<b>Supply/Expense Subtotal</b>		<b>26,889</b>	<b>22,610</b>	<b>5,860</b>	<b>55,359</b>
<b>SUBAWARDS</b>					
<b>Subaward Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Direct Costs</b>		<b>91,900</b>	<b>90,020</b>	<b>45,010</b>	<b>226,930</b>
<b>Modified Total Direct Costs</b>		<b>81,900</b>	<b>100,000</b>	<b>50,000</b>	<b>231,900</b>
<b>Indirect Costs</b>		<b>8,100</b>	<b>9,980</b>	<b>4,990</b>	<b>23,070</b>
<b>TOTAL COST FOR YEAR</b>		<b>100,000</b>	<b>100,000</b>	<b>50,000</b>	<b>250,000</b>

*OK to proceed 11/9/22*

## See Kha

---

**From:** Linda Kingston  
**Sent:** Wednesday, November 9, 2022 9:15 AM  
**To:** See Kha  
**Subject:** Fw: Deborah McKoy 3 Year Service Contract Agreement  
**Attachments:** 18372 IURD SCUSD v01.docx; McKoy SCUSD Budget.pdf

Here is the y-plan 3 year contract - it comes from CTEIG

---

**From:** Sarah Lirio <sarah.lirio@berkeley.edu>  
**Sent:** Monday, October 24, 2022 2:45 PM  
**To:** Linda Kingston <Linda-Kingston@scusd.edu>  
**Cc:** Deborah MCKOY <debmkoy@berkeley.edu>; Quan Luc <qluc@berkeley.edu>  
**Subject:** Deborah McKoy 3 Year Service Contract Agreement

Dear Linda,

Please find the attached Service Agreement along with the scope of work and budget for Professor Deborah McKoy.

Please review and sign. Let us know if you have any questions.

Regards,  
Sarah

--

**Sarah Lirio**

Research Support Officer  
ERSO, Berkeley Regional Services  
University of California, Berkeley  
ERSO Main Phone: 510-664-7800

**CORE DISTRICTS &  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**CONSULTING AGREEMENT**

This agreement is made and entered into this 1st day of September 2022, by and between CORE Districts hereinafter referred to as "Consultant," and the Sacramento City Unified School District, hereinafter referred to as "District".

Whereas, the District is in need of special services and advice in educational, financial, economic, accounting, engineering, or administrative matters; and

Whereas, such services are needed on a limited basis;

Now, therefore, the parties hereto agree as follows:

1. Services to be provided by the Consultant: CORE District will provide improvement assistance to the Superintendent, the District's working Cabinet and Board, in addition to providing detailed data and analytics to assist.
2. The Consultant will commence providing services under this Agreement on September 1, 2022, and will diligently perform as required and complete performance by June 30, 2023. The Consultant will perform said services as mentioned in Appendix A, as an independent calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to the Agreement.
4. The District shall pay the Consultant the total amount: \$198,375 for the 2022-23 school year for services rendered pursuant to this Agreement. Payment shall be made payable to CORE Districts, 1107 9<sup>th</sup> Street, Suite 500, Sacramento 95814.
5. The District may, at any time and for any reason, terminate this Agreement and compensate Consultant only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - A. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - B. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

7. This Agreement is not assignable without written consent of the parties hereto.
8. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant, if an employee of other public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed.

CORE Districts

  
\_\_\_\_\_

Signature

Rick Miller  
\_\_\_\_\_

Name

Chief Executive Officer  
\_\_\_\_\_

Title

8/24/2022  
\_\_\_\_\_

Date

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_

Signature

Jorge A. Aguilar  
\_\_\_\_\_

Name

Superintendent  
\_\_\_\_\_

Title

10/24/22  
\_\_\_\_\_

Date



## Partnership Costs and Payment Schedule

Each member of CORE Districts will pay annual dues structured to meet the financial needs of the collaborative and to enable the collaborative to provide the aforementioned benefits.

The cost for CORE Districts membership has two components:

1. Base contribution: A fixed cost divided amongst districts equally to support basic operations; and
2. Program contribution: A variable cost based on program participation and size (ADA).

The pricing and payment schedule for SCUSD is:

- Full annuals dues: \$ 198,375
  - Total contribution = \$123,000 base contribution + \$75,375 program contribution.
- Member contributions will continue to be eased in over the next couple of years according to the following schedule:
  - SY 2018-2019: \$93,000 (\$104,375 less than full dues)
  - SY 2019-2020: \$124,000 (\$73,375 less than full dues)
  - SY 2020-2021: \$124,000 (\$73,375 less than full dues)
  - SY 2021-2022: \$124,000 (\$73,375 less than full dues)
  - SY 2022-2023: \$198,375
  
- Annual dues for Sacramento City USD in SY2022-23 are \$198,375.

CORE Districts and Sacramento City Unified hereby certify that they are authorized to bind their respective entities for SY2022-23.





## Statement of Work: Participation in the CORE Collaborative

### About the CORE Collaborative

CORE Districts is a collaboration of school districts working together to improve student achievement through highly productive, meaningful partnership and learning between member school districts. CORE supports the improvement of specific outcomes by developing continuous improvement structures, mind sets, and routines, that foster learning at both the district and site levels, resulting in districts and schools making progress toward producing more reliable, equitable outcomes for their students. Currently, eight school districts serving more than 1 million students participate in the collaborative: Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco, and Santa Ana Unified. Together, our districts share a fundamental belief that all students can achieve at high levels and are deeply committed to providing learning opportunities that will help them to do so.

As a collaborative effort, the work of CORE Districts is directed by, and in service of, the participating school districts. Exemplifying this, the CORE Board of Directors is comprised of the superintendents of each member school district and provides supervision, direction, and strategic Vision for the organization. The number of participating districts is capped at 15, thus each participating district has a meaningful voice and leadership role as they collaborate with other districts. Organizationally, CORE Districts is a 501c3 nonprofit serving to operationalize the collaboration and supporting partnership and shared learning at the superintendent, central office, school leader, and teacher levels.

Powered by data, innovation, research and continuous learning, we are facilitating inter- and intra-district collaboration to innovate, implement, and scale successful strategies and tools that help ALL students succeed.

### Partnership Benefits

All the partnership benefits described in this agreement may not apply to all of CORE's Clients. Additionally, the partnership benefits outlined in this agreement are subject to change over time, based on availability and Client's decisions to participate in different offerings. CORE Districts will also respond to the needs of its Client by facilitating learning sessions either virtually or in-person based on the conditions/mandates set forth by the state and local districts. Decisions regarding the scheduling and delivery of sessions will be communicated with participants 45 days in advance. Clients also agree to allow CORE staff access to student level data in order to perform the services outlined in this agreement.

### District Partnerships to Achieve Impact

One or more Clients will be invited to enter into a multi-year partnership with CORE, in an effort to invest in those Clients' vision and theory of action to deepen and spread disciplined continuous improvement in their organizations. The intent is to achieve measurable impact on key focus areas for improvement, as well as develop insights, learning and proof points around how large urban districts embody the principles of continuous improvement. The roles and commitments of participating districts and CORE include:

#### District

- **Who:** Cross-functional district partnership team of cabinet level and school supervisory level staff, as well as meaningful engagement of site level leadership. Depending on the district structure, problem of practice, and needs, this team may include:
  - **Cabinet officers:** Senior team member who serves as executive sponsor and guide the team
  - **Principal supervisors:** Brings school perspective and integrates with other efforts underway, interfaces with principals



- **Functional lead(s):** Brings relevant content expertise based on the problem the district has prioritized and helps integrate with other initiatives
- **Data and accountability lead:** Helps problem solve how to measure improvement
- **School site leader representation:** Establish strategic touch points where site level leadership provides key insights, feedback and contributes to the design and implementation of the scope of work
- **Key role:** Guiding improvement work and building capability at the district and school site level.
- **Commitment:** The Partnership Team's commitment includes:
  - Hosting monthly **planning & reflection calls**, dedicated monthly day-long learning & planning sessions (virtual/in-person as appropriate)
  - Hosting **Ad Hoc meetings** with specific staff, likely to include Data Leads, School Site Planning / LCAP Leads, Communications Staff, Principal Supervisors, Curriculum & Instruction Leads, Support Services Leads
  - Individual bi-weekly or monthly **coaching sessions** by 50% or more of the Partnership Team members (virtual)
  - Identification of a limited set of focus areas for improvement and impact, to serve as Priority Improvement Projects, within which Learning-by-Doing will occur so that participating districts experience impact while also building organizational capability to improve.
  - The commitment of all team members is to engage in **data collection and analysis**, mutually agreed upon, to allow for ongoing reflection, goals setting, progress monitoring and celebration of learning & improvements
  - Provide support for school teams to participate in CORE Network meetings and a District Lead to ensure that the work of the Network aligns to District initiatives and builds coherence

#### What CORE will do to support your district

- **Co-Construct a Continuous Improvement Strategy:** Provide infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness, and listen to feedback and adjust approach.
- **Facilitation:** Facilitate connections and coordinate collaborations between departments, across districts engaged in similar work, connect districts with well-aligned resources, develop and deliver meaningful learning & planning experiences
- **Coaching:** Provide facilitative and instructive coaching to key District leadership in service of; personal reflection and meaning-making, informed decisions-making, increased improvement capability, and increased coherence across the organization.
- **Knowledge management:** Develop and manage tools and resources that partnership districts can use, edit, modify, or learn from to effectively employ the disciplined approach of improvement science, while integrating the district's own local approaches to continuous improvement
- **Analytics:** Serve as a resource to co-design and/or pilot data analysis and reporting that fosters measurement for improvement and supports specific improvement projects to be focus of the partnership

Clients will have full access to the ICBP offered by CORE, and in some instances, travel coverage to attend CORE-wide programming. The specific problems of practice and number of improvement projects may change over time to meet the needs of the partner District and capacity of CORE.

#### CORE Data Collaborative

In 2014, with leadership from and stakeholder engagement in Clients, CORE Districts developed an innovative multiple measures accountability system, called the School Quality Improvement System, as well as an underlying data system. This accountability system is fully compliant with the federal ESSA legislation and is aligned to LCFF – in fact, the metrics utilized for the Index (the calculation at the heart of the accountability system) can be used for the LCAP. The system has evolved into a multi-function dashboard, with opportunity for data exploration in a number of areas.

As a founding member of the CORE Data Collaborative, the Client will receive:



- **Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California:** A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the following results for each indicator, will be provided each school year–
  - Current performance
  - Historic performance and trends over time, where data are available
  - Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts)
  - Comparison with the LEA results (for school level reports)
  - Comparison with the Partnering Education Level
  - Comparison with the CORE Data Collaborative Network
  - Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available
- **Included metrics:** Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, English Learner indicators
- **Access to additional metrics as they become available:** The data collaborative may begin to produce additional metrics (e.g., an on track measure); if the educational institutions provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge
- **Optional metrics** (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys

#### Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights platform

Based upon the users and user rights provided by the client, educators will have access to view and analyze reports and data in the CORE Insights platform, and other platforms as they become available.

#### Strategic Analytics by our Partners at Education Analytics

In partnership with Education Analytics and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative.

#### Twice Annual Professional Learning Sessions for Teams of Up to Five People

CORE Districts will host two in person convenings each year (one in the Fall and one in the Spring) for up to five people from each Client. Each convening will be a full day. If in person convenings are infeasible due to COVID-19, CORE will implement a comparable virtual convening. Client will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

#### Additional Professional/Peer Learning Opportunities

CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to Clients who participate in the CORE Data Collaborative.

#### CORE-PACE Research Partnership

Participating education agencies will become part of the CORE-PACE research partnership with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative “deep dive” studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis, the University of California--UCLA, and the University of California-- Berkeley. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California’s leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network



of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

PACE has been the CORE Districts' primary research partner since 2015. Over the past couple of years, PACE has intentionally been working to support the evolution of the organizational relationship along the continuum articulated by Penuel and Gallagher (2017) from a positive "collaborative" (where the research partner takes the lead on the work, with the goal of benefiting the education partner) to a "jointly negotiated" relationship (where the research and education partners co-construct research questions, there is ongoing involvement of both parties in bringing data to bear on progress, both parties collaborate on building data-based understandings, and the scope of work is broad and jointly agreed upon). The resulting Research-Practice Partnership has two main facets: (1) where PACE serves to connect questions relevant for policy and practice to researchers interested in answering them using the CORE data system, (2) the mixed methods developmental evaluation of CORE's programming to drive improvement.

#### Research to Inform Policy and Practice

CORE Districts' Clients have the opportunity to participate in single or multi-LEA research studies in ways that are designed to inform continuous improvement in the CORE Districts and policy and practice in California and beyond. PACE leads and facilitates quantitative research in the partnership by:

- Building and maintaining the infrastructure for quantitative research using the CORE districts' data. This includes: 1) developing and maintaining a data warehouse going back to 2010-11 containing student and school-level data for CORE and Data Collaborative districts, and 2) managing the entirety of the process for conducting new research within CORE, from developing research questions to publishing final products.
- Managing CORE's quantitative research portfolio. PACE engages researchers from UC Santa Barbara, USC, UC Riverside, UC Irvine, University of Virginia, Brown, Harvard, UC Davis, UC Los Angeles, UC Berkeley, and other universities on studies co-designed with PACE and the CORE districts. The portfolio of research conducted by these PACE "affiliates" now includes 40 ongoing or completed studies, some of which have validated measures of socio-emotional learning and others of which provide insight into important educational policy issues (e.g., school accountability, the relationship between student characteristics and academic and behavioral outcomes, variation in the effects of schools, districts, or policies for various student subgroups). New studies are approved by the CORE Board on an annual basis.
- Conducting original research to inform policy and practice. These studies, which are conducted by PACE faculty and staff, are released more quickly than the PACE-affiliate studies and usually have tighter implications for policy and practice. They leverage PACE's expertise in both quantitative and qualitative methods to answer complex questions on a timeline that supports districts' learning and decision-making. These studies might investigate such topics as pipelines into teaching and school leadership, workforce quality, or using CORE's multiple measures data system to build a stronger understanding of school performance and improvement in student outcomes. They could also include evaluations of new programs or interventions designed to address persistent barriers to strong and equitable student outcomes.

#### Developmental Evaluation

As CORE's research partner, PACE conducts research on CORE's approaches to supporting the CORE Districts' Clients to improve. The goals of this work are: (1) for CORE's staff and its Clients to receive ongoing, formative feedback and (2) to share research findings in ways that impact education in California more broadly. Towards these goals PACE:

- Works closely with CORE staff to document, revisit, and revise CORE's theory of action on a regular basis as CORE and PACE learn together about CORE's work
- Co-develops research questions with CORE, to help them test and refine their approach
- Develops a rich of understanding of CORE's practices and how Clients (i.e. participating districts, schools, and educators) experience working with CORE through activities such as:
  - Attending and documenting a sample of network meetings and capability-building programs
  - Interviewing CORE staff to understand how team members are enacting their roles in supporting improvement
  - Interviewing district and school administrators and educational leaders (including teacher leaders) working on improvement teams with CORE to understand how CORE's work is experienced by Clients (i.e. participating districts and schools)
- Estimates the effects of BTSC on participating districts and schools by:



- Conducting a quasi-experimental design to estimate the effects of BTSC on participating schools
- Shares findings from the research:
  - With CORE to support CORE's ongoing internal improvement (e.g., through regular check-ins and improvement reviews with CORE)
  - With participating schools and districts at their request (e.g., presentations for staff in one or more of the CORE Districts)
  - With policy-makers, educators, and the broader research community through conferences, briefs, reports, and social media.

Each year, CORE District staff and Clients' Superintendents will be able to prioritize additional research topics for exploration through PACE's quantitative portfolio.

### State and National Voice:

Together, CORE Districts' Clients serve more than 1 million students and their families, representing 18 percent of all California students. Thus, by working together, CORE Districts' Clients serve a significant proportion of the state's students and have the opportunity to have a much greater voice at both the state and national level.

In addition to the capability building, data and research partnership benefits described above, the Client's Superintendent has the opportunity to participate in a PLC, collaborating and learning from others around shared problems of practice. These often have state and federal policy implications.

Through the power of the group, Clients have an outsize policy impact. Examples of CORE's policy impact include:

- State Accountability System – our voice is strong in policy discussions about how data is used at the state-level for accountability versus how data is used locally by educators for improvement. CORE- PACE analysis has been critical in state decisions around measuring and reporting chronic absence and school culture/climate in the state's accountability data system, and CORE Districts' use of student academic growth data is a major influence on how the state will move forward to include student academic growth as an indicator on the California school dashboard.
- California's emerging Cradle to Career Data Infrastructure - CORE's use of practitioner-focused dashboards and tools stand out among the case studies being considered by policymakers and influencers in Governor Newsom's efforts to build a cradle to career data infrastructure. Among the ways CORE's voice stands out are CORE's latest developments and tools to help answer questions like what is a student's likelihood of graduating? Of graduating A-G? Of being successful in college?
- LCAPs – Released months before the state Legislature developed California's LCAP process, CORE's School Quality Improvement Index informed much of the policy conversation and the LCAP data metrics have 85 percent crossover with CORE's Index.
- ESSA – The Every Student Succeeds Act perfectly aligns with CORE's Index and our multiple measures work helped influence the final bill.
- NCLB Waiver – CORE Districts received the only district-level waiver from NCLB, which allowed the districts to develop a novel and holistic accountability system and receive increased flexibility for the use of their Title 1 funds.

### Hold Harmless

To the fullest extent allowed by law, the Client shall hold CORE Districts, its agents, employees, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, (collectively "Loss") to the extent arising out of or incident to, but not limited to: breaches of any client data (including but not limited to employee, board member, and student data) by CORE District's, its partners, and the 3<sup>rd</sup> party platforms CORE uses for its work.



**Exhibit B**

<b>Data Element</b>	<b>Variables to include (subject to adjustment)</b>	<b>Additional Notes</b>
<b>Assessments</b>		
SBAC Summatives all grades (3-8 and 11) & Subjects	Variables included in the SBAC and/or CERS annual extracts from the CDE's TOMS system	For annual and selected interim data warehouse and reporting
Other interim/benchmark assessments	As mutually agreed to support DISTRICT needs: Student IDs, CDS code, grade level, subject, sub-subject/component, score, performance level, etc.	Additional indicator
CELDT and ELPAC	Variables included in the ELPAC and/or CERS annual extracts from the CDE's TOMS system	For annual and selected interim data warehouse and reporting
Other standardized tests	As mutually agreed to support DISTRICT needs: Student IDs, CDS code, grade level, subject, sub-subject/component, score, performance level, etc.	Additional indicator
<b>Student Characteristics and Program Participation</b>		
Student demographics	Variables included in CALPADS annual ODS extracts (SINF) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student participation	Variables included in CALPADS annual ODS extracts (SENR, SPED, SELA, SPRG, FRPM, GRCH) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student attendance	Variables included in CALPADS annual ODS extracts (STAS) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student discipline	Variables included in CALPADS annual ODS extracts (SINC, SIRS) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student academic performance	Variables included in CALPADS annual ODS extracts (SCSC, CRSC) or from district data warehouse files (current year) including staff course section assignments	For annual and selected interim data warehouse and reporting
School Information	As mutually agreed to support DISTRICT needs: School names, CDS code, grade levels served, school level, charter status, type of school subject, sub-subject/component, score, performance level, etc.	For annual and selected interim data warehouse and reporting
<b>Survey Information</b>		
Student, Staff and Family surveys	As mutually agreed to support DISTRICT needs: Student IDs, CDS code, grade level, survey items, survey item responses	Additional indicator
<b>College Going Information</b>		
College going data	As mutually agreed to support DISTRICT needs: college application data, college enrollment data, college persistence data, college completion data	Additional indicator

**FACILITIES LEASE**

**For all or a portion of the following Site:**

**Project:** Cesar Chavez/Edward Kemble New Construction and Modernization Project  
**Recorded Addresses:** 7495 29<sup>th</sup> Street Sacramento, CA 95822 and 7500 32<sup>nd</sup> Street  
Sacramento, CA 95822  
**APN:** 04901760020000 and 04901830020000

**By and between**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**And**

Balfour Beatty – Clark/Sullivan a Joint Venture  
400 Capitol Mall Suite 900,  
Sacramento, CA, 95814  
Dated as of December 15, 2022



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## **FACILITIES LEASE**

This facilities lease ("Facilities Lease"), dated as of December 15, 2022 ("Effective Date"), is made and entered into by and between Balfour Beatty – Clark/Sullivan a Joint Venture ("Developer"), a California Joint Venture duly organized and existing under the laws of the State of California, as sublessor, and Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

### **RECITALS**

**WHEREAS**, the District is authorized under Section 17406 of the Education Code of the State of California to lease a site to a developer and to have that developer develop and construct the project on the site and to lease back to the District the completed project and site; and

**WHEREAS**, on the date hereof, the District has leased to Developer two (2) parcels of land. One is located at 7495 29<sup>th</sup> Street Sacramento, CA 95822, and is known as Edward Kemble Elementary School, and the other is located at 7500 32<sup>nd</sup> Street Sacramento, CA 95822, and is known as Cesar E Chavez Elementary School. These parcels are particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference ("Site"); and

**WHEREAS**, District and Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Site to Developer ("Site Lease"); and

**WHEREAS**, the District desires to provide for the development and construction of certain work to be performed on portions of the Site which will include construction of improvements to be known as the Cesar Chavez/Edward Kemble New Construction and Modernization Project ("Project"); and

**WHEREAS**, District has retained Lionakis ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") and to act as the Design Professional in General Responsible Charge for the Project; and

**WHEREAS**, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the completed Project and site from Developer and if necessary, make Lease Payments; and

**WHEREAS**, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously; and

**WHEREAS**, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

**WHEREAS**, the selection of Developer was conducted in a fair and impartial manner;  
and

**WHEREAS**, Developer has reviewed the Lease Documents; and

**WHEREAS**, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

**WHEREAS**, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent to exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Facilities Lease; and

**WHEREAS**, Developer is authorized to lease the Site as lessee and to develop the Project by constructing the Project on the Site and to lease the completed Project and Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

## **1. Definitions**

In addition to the terms and entities defined above or in subsequent provisions, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

**1.1 "Developer" or "Lessor"** means Balfour Beatty – Clark/Sullivan a Joint Venture, a California Joint Venture, organized and existing under the laws of the State of California, Contractor's license number \_1093154 issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code, and its successors and assigns.

**1.2 "Developer's Representative"** means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.

**1.3 "Contract Documents"** are defined in **Exhibit D** to this Facilities Lease.

**1.4 "District" or "Lessee"** means the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California.

**1.5 "District Representative"** means the Superintendent of the District, or any other person authorized by the Governing Board of the District to act on behalf of the District under or with respect to this Facilities Lease.

**1.6 "Permitted Encumbrances"** means, as of any particular time:

**1.6.1** Liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

**1.6.2** The Site Lease.

**1.6.3** This Facilities Lease.

**1.6.4** Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.

**1.6.5** Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Site.

## **2. Exhibits**

The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

**2.1 Exhibit A - Legal Description of the Site:** The description of the real property constituting the Site.

**2.2 Exhibit B - Description of the Project:** The map or diagram depiction of the Project.

**2.3 Exhibit C - Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions:** A detailed description of the Guaranteed Maximum Price and the provisions related to the payment of that amount to Developer, including Attachment 3, the Schedule of Lease Payments and Payoff Dates and Amounts.

**2.4 Exhibit D - General Construction Provisions:** The provisions generally describing the Project's construction.

**2.5 Exhibit D-1 - Special Conditions Provisions:** The provisions describing conditions specific to the Project's construction.

**2.6 Exhibit E - Memorandum of Commencement Date:** The Memorandum which will memorialize the commencement and expiration dates of the Lease Term.

**2.7 Exhibit F - Construction Schedule**

**2.8 Exhibit G - Schedule of Values**

**2.9 Exhibit H - Project Labor Agreement**

## **3. Lease of Project and Site**

**3.1** Developer hereby leases the completed Project to the District, and the District hereby leases said completed Project and Site from Developer upon the terms and conditions set forth in this Facilities Lease.

**3.2** The leasing by Developer to the District of the completed Project and Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall

continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throughout the Term thereof and the Term of this Facilities Lease.

**3.3** As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

#### **4. Term**

##### **4.1 Facilities Lease is Legally Binding**

This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The "Term" of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the date when Developer delivers possession of the Project to District and when all improvements to be provided by Developer are determined by the District to be completed as set forth in **Exhibit D** to this Facilities Lease.

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate **one (1) year** thereafter or upon payment of the final lease payment.

**4.2** After Developer has completed construction of the Project and the District has accepted the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement date of the Lease Payments and expiration date of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Lease Payment obligations.

**4.3** The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

**4.3.1** An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein; or

**4.3.2** An Event of Default by Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein; or

**4.3.3** Consummation of the District's purchase option pursuant to the Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Maximum Price Provisions"); or

**4.3.4** A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein; or

**4.3.5** Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

## **5. Payment**

In consideration for the lease of the completed Project and Site by Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C**.

## **6. Title**

**6.1** During the Term of this Facilities Lease, the District shall hold fee title to the Site, including the Project, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

**6.2** During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Site pursuant to the Site Lease.

**6.3** During the Term of this Facilities Lease, Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.

**6.4** If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Maximum Price Provisions indicated in **Exhibit C**, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

## **7. Quiet Enjoyment**

Upon District's possession of the Project, Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Developer, except as otherwise may be set forth in this Facilities Lease. Developer will, at the request of the District and at Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Developer may lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Site as provided herein.

## **8. Representations of the District**

The District represents, covenants and warrants to Developer as follows:

### **8.1 Due Organization and Existence**

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

## **8.2 Authorization**

The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

## **8.3 No Violations**

Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

## **8.4 Condemnation Proceedings**

**8.4.1** District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

**8.4.2** If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Developer shall be as indicated in this Facilities Lease.

## **9. Representations of Developer**

Developer represents, covenants and warrants to the District as follows:

### **9.1 Due Organization and Existence**

Developer is a California company duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

### **9.2 Authorization**

Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

### **9.3 No Violations**

Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Developer is now a party or by which Developer is



bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Site, except Permitted Encumbrances.

#### **9.4 No Bankruptcy**

Developer is not now nor has it ever been in bankruptcy or receivership.

#### **9.5 No Encumbrances**

Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Site, and shall not mortgage or encumber the Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

#### **9.6 Continued Existence**

Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

**9.6.1** Eighteen (18) months following completion of the Project.

**9.6.2** One (1) year following expiration or earlier termination of the Term.

**9.6.3** After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project.

While the lease documents are in effect, Developer shall give District one hundred twenty (120) days written notice prior to dissolving or terminating the legal existence of Developer.

### **10. Preconstruction Services**

#### **10.1 Scope of the Preconstruction Services**

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

##### **10.1.1 General Services**

**10.1.1.1** Developer shall attend meetings between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.

**10.1.1.2** Developer shall assist the Architect with making formal presentations to the governing board of District. Such assistance is anticipated to include floor plans and elevations necessary for any architectural presentation.

**10.1.1.3** Developer shall prepare a rough schedule in a format acceptable to District, and update as necessary.

**10.1.1.4** Developer shall prepare and update the components of the Guaranteed Maximum Price and shall be primarily responsible for ensuring that the Project can be and is constructed for no more than that amount.

**10.1.1.5** While the Architect is anticipated to provide primary assistance, Developer shall assist District with City land use issues.

**10.1.1.6** Architect shall act as lead and Developer will assist District and Architect with DSA review, input, and timeframe for same.

**10.1.1.7** Architect shall act as lead and Developer will assist with review and comment upon geotechnical / soils investigation and report.

**10.1.1.8** Architect shall act as lead and Developer will assist with review and comment upon survey of the Site for the Project.

**10.1.1.9** Developer will prepare meeting minutes.

**10.1.1.10** Prepare schedule for preconstruction deliverables, subject to District's approval, and provide preconstruction deliverables within time frames of approved preconstruction schedule.

## **10.1.2 Review of Design Documents.**

**10.1.2.1** Review Project design and budget with District and Architect based on the 100% Construction Documents submitted to DSA to:

**10.1.2.1.1** Provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

**10.1.2.1.2** Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

**10.1.2.1.3** Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

**10.1.2.1.4** Provide plan review.

**10.1.2.1.5 Value-engineering.** Prepare a value-engineering report for District review and approval that:

**10.1.2.1.5.1** Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

**10.1.2.1.5.2** Provides detailed estimate for proposed value-engineering items;

**10.1.2.1.5.3** Defines methodology or approaches that maximize value; and

**10.1.2.1.5.4** Identifies design choices that can be more economically delivered.

**10.1.2.1.6 Constructability Review.** Prepare detailed interdisciplinary constructability review within Fourteen (14) days of receipt of the plans from the District that:

**10.1.2.1.6.1** Ensures construction documents are well coordinated and reviewed for errors;

**10.1.2.1.6.2** Identifies to the extent known, construction deficiencies and areas of concern;

**10.1.2.1.6.3** Back-checks design drawings for inclusion of modifications; and

**10.1.2.1.6.4** Provides the District with written confirmation that:

**10.1.2.1.6.4.1** Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards.

**10.1.2.1.6.4.2** Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

**10.1.2.2** Confirm Modifications to Design Drawings. If the District accepts Developer's comments, including the value-engineering and/or constructability review comments, review the design documents

to confirm that those comments are properly incorporated into the final design documents.

**10.1.2.3** In doing so, it is recognized that Developer is not acting in the capacity of a licensed design professional, and that Developer's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Developer's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Developer's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations.

### **10.1.3 Budget of Project Costs.**

**10.1.3.1** At each stage of plan review indicated above, Developer will update and refine the budget of the Guaranteed Maximum Price based on the most recent set of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Maximum Price established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

**10.1.3.2** In each budget of the Guaranteed Maximum Price, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Maximum Price shall include, at a minimum, the following information divided into at least the following categories for each site:

**10.1.3.2.1** Overhead and profit;

**10.1.3.2.2** Supervision;

**10.1.3.2.3** General conditions;

**10.1.3.2.4** Layout & Mobilization (not more than 1%);

**10.1.3.2.5** Submittals, samples, shop drawings (not more than 3%);

**10.1.3.2.6** Bonds and insurance (not more than 2.6%);

**10.1.3.2.7** Close-out documentation (not less than 3%);

**10.1.3.2.8** Demolition;

**10.1.3.2.9** Installation;

**10.1.3.2.10** Rough-in;

**10.1.3.2.11** Finishes;

**10.1.3.2.12** Testing;

**10.1.3.2.13** Owner and Maintenance Manuals (not less than 2%); and

**10.1.3.2.14** Punchlist and District acceptance (not less than 3%).

#### **10.1.4 Construction Schedule and Phasing Plan**

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiple phases and interrelations of design, constructability review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the construction activities. Developer shall further investigate, recommend and prepare a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

#### **10.1.5 Construction Planning and Bidding**

**10.1.5.1** For all of Developer's activities relating to construction planning and bidding, Developer shall comply with all applicable legal requirements, including but not limited to those set forth in Education Code section 17406.

**10.1.5.2** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, Respondent may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

**10.1.5.3** Attend meetings at the Site with the Architect and the design team as needed.

**10.1.5.4** Provide plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.

**10.1.5.5** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.

**10.1.5.6** Prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.

**10.1.5.7** Review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various

subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

**10.1.5.8** Conduct pre-bid conferences with invitations to Architect and CM firm. Coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

**10.1.5.9** DSA approved plans shall be utilized to receive subcontractor bids and develop the GMP in accordance with the lease-leaseback agreement forms, including the requirement that Developer engage in competitive bidding for subcontractors for all scopes of work on the Project that constitute more than one half of one percent (0.5%) of the GMP. The District representative shall be present during the receipt of bids from subcontractors.

**10.1.5.10** Each phase GMP shall be presented to the District in the following manner within a three ring binder as well as submitted electronically as a bookmarked PDF on an external USB drive:

**10.1.5.10.1** Cover sheet, signed by Developer indicating the GMP dollar amount with a certification, indicating that the GMP is all inclusive per the plans, specifications and addenda (contract documents). Also include certification stating, "Developer hereby certifies that they have reviewed all subcontractor proposals and whether the subcontractor excluded portions of their scope Developer has included all costs for a complete GMP in accordance with plans, specifications and addenda."

**10.1.5.10.2** A bid tabulation sheet indicating the breakdown by subcontractor/trade along with the appropriate general condition amount, other fees (as submitted with the response to the RFQ/P).

**10.1.5.10.3** Behind the bid tabulation sheet mentioned in subdivision 10.1.5.5.2 above should be a sheet that indicates what is included in the general conditions, which should match what was submitted in the response to the RFQ/P.

**10.1.5.10.4** Copies of all subcontractor bids received divided by trade that corresponds to the final spread sheet with a cover sheet indicating the scope and subcontractors that provided bids as well as those that were asked to bid, but did not submit a proposal. This sheet should have the dollar amounts for each subcontractor that provided a bid with the first column being the proposed subcontractor for that trade.

**10.1.5.10.5** Behind subdivision 10.1.5.5.4 above should be the bids for that trade with the proposed subcontractor bid on top and the other subcontractor bids in descending order based on best value score.

**10.1.5.10.6** The minimum number of bona fide bids from contractors for a specific trade shall be as follows:

**10.1.5.10.6.1** Two (2) bids for subcontracts up to One Hundred Thousand Dollars (\$100,000);

**10.1.5.10.6.2** Three (3) bids for subcontracts over One Hundred Thousand Dollars (\$100,000).

**10.1.5.10.7** If Developer intends to propose to self-perform portion(s) of the construction of the Project, it must receive the District's prior written approval. If approved, Developer must provide its pricing (its bid) to the District at least twenty-four (24) hours prior to Developer's receipt of Subcontractor bids for those portion(s) of the Work.

**10.1.5.10.7.1** Regardless of the scope of work and not in any way reducing the number of Subcontractor bids based on the other requirements of the Contract Documents, the minimum number of bona fide bids from Subcontractors for scope(s) of Work that Developer is bidding to self-perform shall be Two (2) Bids, not including Developer's pricing/bid.

**10.1.5.11** Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

**10.1.5.12** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

**10.1.5.13** Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.

## **10.2 Schedule**

Preconstruction services outlined above will commence on the date the District issues a Notice to Proceed with Preconstruction Services for the Agreement, and conclude upon approval of the Amendment to the Lease Agreements by District's Board, or termination of this Agreement by either party per the Agreement's terms. Any extension shall be subject to reasonable approval in writing by the Parties.

## **10.3 Ownership of Records**

It is mutually agreed that all materials prepared by Developer under this Agreement shall become the property of the District and Developer shall have no property right therein whatsoever. Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement.

#### **10.4 Open Book Policy**

There will be an open book policy with Developer and its construction team. District shall have access to all **subcontractor bids, subcontractor schedule of values, value engineering back-up, contingency breakdown & tracking, and Developer fees.**

#### **10.5 Compensation to Developer for Preconstruction Services**

District agrees to reimburse Developer in the total amount not to exceed Seventy four thousand eight hundred ten dollars and 00/100 (\$74,810), for the performance of services contemplated by this Agreement. Developer shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to and verification by the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event Developer and District continue with the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price ("GMP") to be paid to Developer by District.

Developer shall be responsible for any and all costs and expenses incurred by Developer, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project's Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the services contemplated by this Agreement.

#### **10.6 Termination before Construction Phase**

**10.6.1** Before the notice to proceed with the Construction Phase is issued by the District, this Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Developer. In the event of such a termination by District, the District shall pay Developer for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Developer pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Developer for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to completed work and work in process that would best serve the District if a completed product was presented.

**10.6.2** In the event that the Parties do not reach an agreement on the GMP, this Agreement will be terminated at that time. In the event of such a termination, the District shall pay Developer no more than the not to exceed amount in Section 10.5 above.

#### **10.7 Construction Phase**



Developer shall not commence work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code and for which Division of the State Architect approval is required can be performed before receipt of the required Division of the State Architect approval.

## **11. Construction of Project**

### **11.1 Construction of Project**

**11.1.1** Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

#### **11.1.2 Contract Time / Construction Schedule**

It is hereby understood and agreed that the Contract Time for this Project shall be [days in words] ([days in numbers]) calendar days for construction, and be [days in words] ([days in numbers]) calendar days for close-out, commencing with the Notice to Proceed construction phase and ending with completion of the construction work which will occur no later than [Date] and close-out date ("Contract Time"). The Construction Schedule must be accepted by the District.

#### **11.1.3 Schedule of Values**

Developer will provide a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District. Refer to Exhibit D of the Facilities Lease section 10.1.6.2

#### **11.1.4 Liquidated Damages**

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of **Twenty-Five Hundred Dollars (\$2,500.00)** per day as liquidated damages for each and every day's delay beyond the Contract Time.

**11.1.4.1** It is hereby understood and agreed that this amount is not a penalty.

**11.1.4.2** In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

**11.1.4.3** The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

**11.1.5 Guaranteed Maximum Price**

Developer will cause the Project to be constructed within the GMP as set forth and defined in the GMP provisions in **Exhibit C**, and Developer will not seek additional compensation from District in excess of that amount.

**11.1.6 Modifications**

If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs or time will be handled as a modification pursuant to the provisions of **Exhibit D**.

**11.1.7 Labor Compliance Monitoring and Enforcement by Department of Industrial Relations**

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Developer specifically acknowledges and understands that it shall perform the Work of this Contract while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code.

**12. Maintenance**

Following delivery of possession of the Project by Developer to District, the repair, improvement, replacement and maintenance of the Project and the Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all punch list items and warranties against defects in materials and workmanship of Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

**13. Utilities**

Following delivery of possession of the Project by Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service, data transmission, and all other utilities of any type shall be paid by District.

**14. Taxes and Other Impositions**

All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue

of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within forty-five (45) days after presentation of proof of payment by Developer.

## **15. Insurance**

### **15.1 Developer's Insurance**

Developer shall comply with the insurance requirements as indicated here and in **Exhibit D**.

#### **15.1.1 Commercial General Liability and Automobile Liability Insurance**

**15.1.1.1** Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under the Project. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 00 01 11 88. Developer shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Developer shall procure and maintain these coverages separately.

**15.1.1.2** Developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, unless approved in writing by District.

**15.1.1.3** All such policies shall be written on an occurrence form.

#### **15.1.2 Excess Liability Insurance**

**15.1.2.1** If Developer's underlying policy limits are less than required, subject to 15.1.2.3 below, Developer may procure and maintain, during the life of the Project, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in aggregate with its underlying policy, the insurance requirements herein.

**15.1.2.2** There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) in amounts and including the

provisions as set forth in **Exhibit D** and/or the Supplementary Conditions (if any), and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

**15.1.2.3** The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Developer's primary limits to the minimum requirements herein.

### **15.1.3 Subcontractor**

Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part, the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Developer except where smaller minimum limits are permitted as set forth below.

### **15.1.4 Workers' Compensation and Employer's Liability Insurance**

**15.1.4.1** In accordance with provisions of section 3700 of the California Labor Code, Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

**15.1.4.2** Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employer's Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Developer's insurance. If any class of employee or employees engaged in Work on the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

### **15.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance**

**15.1.5.1** Developer shall procure and maintain, until Substantial Completion, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any

limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

#### **15.1.6 Pollution Liability Insurance**

**15.1.6.1** Developer shall procure and maintain Pollution Liability Insurance that shall protect Developer, District, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Facilities Lease, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Developer shall procure and maintain these coverages separately.

**15.1.6.2** Developer warrants that any retroactive date applicable to coverage under the policy shall predate the Effective Date of this Facilities Lease and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

**15.1.6.3** If Developer is responsible for removing any pollutants from a site, then Developer shall ensure that Any Auto, including owned, non-owned, and hired, are included within the above policies and at the required limits, to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

#### **15.1.7 Umbrella Insurance**

**15.1.7.1** The Entity shall have in place an Umbrella Policy in the amount of \$20,000,000. The policy shall be "Following Form" in excess of the above captioned policies and Workers' Compensation Employer's Liability. Evidence of this coverage shall be provided on the certificate of insurance.

**15.1.8 Proof of Carriage of Insurance and Other Requirements Endorsements and Certificates**

**15.1.8.1** Developer shall not commence Work nor shall it allow any Subcontractor to commence Work on the Project, until Developer and its Subcontractor(s) have procured all required insurance and Developer has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

**15.1.8.2** Endorsements, certificates, and insurance policies shall include the following:

**15.1.8.2.1** A clause stating the following, or other language acceptable to the District:

“This policy shall not be canceled and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice.”

**15.1.8.2.2** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

**15.1.8.3** All endorsements, certificates and insurance policies shall state that District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance.

**15.1.8.4** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**15.1.8.5** Developer’s and Subcontractors’ insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

**15.1.8.6** Developer’s insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

**15.1.8.7** No policy shall be amended, canceled, or modified, and the coverage amounts shall not be reduced, until Developer or Developer’s broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment,

modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

**15.1.8.8** Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Developer's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by Developer and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Facilities Lease. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Facilities Lease, and will cover Developer and all Subcontractors for all claims made.

**15.1.8.9** Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

**15.1.8.10** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**15.1.8.11** All policies shall be written on an occurrence form.

**15.1.8.12** All of Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

**15.1.8.13** The insurance requirements set forth herein shall in no way limit Developer's liability arising out of or relating to the performance of the Work or related activities.

**15.1.8.14** Failure of Developer and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Facilities Lease and constitute a Default by Developer pursuant to this Facilities Lease.

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### 15.1.9 Insurance Policy Limits

The limits of insurance shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$3,000,000 per occurrence; \$6,000,000 annual aggregate  Subcontractors (over 10%): \$1,000,000 per occurrence; \$2,000,000 annual aggregate
EXCESS LIABILITY		Developer: \$35,000,000 per occurrence; \$35,000,000 annual aggregate  Subcontractors (over 10%): \$5,000,000 per occurrence; \$5,000,000 annual aggregate
AUTOMOBILE LIABILITY – ANY AUTO	Combined Single Limit	\$3,000,000 (limits may be met with Excess Liability Policy required herein)
WORKERS' COMPENSATION		Statutory limits pursuant to State law
EMPLOYER'S LIABILITY		\$1,000,000
BUILDER'S RISK (COURSE OF CONSTRUCTION)		Replacement Cost
POLLUTION LIABILITY		\$2,000,000 per occurrence; \$2,000,000 annual aggregate
Umbrella Policy		The Entity shall have in place an Umbrella Policy in the amount of \$20,000,000. The policy shall be "Following Form" in excess of the above captioned policies and Workers' Compensation Employer's Liability. Evidence of this coverage shall be provided on the certificate of insurance.

If Developer normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Developer hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.



The limits of insurance for those subcontractors whose subcontract does not exceed One Million Dollars (\$1,000,000) shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$1,000,000 per occurrence; \$2,000,000 in aggregate
EXCESS LIABILITY		\$1,000,000 per occurrence; \$1,000,000 annual aggregate
AUTOMOBILE LIABILITY - ANY AUTO	Combined Single Limit	\$1,000,000
WORKERS' COMPENSATION		Statutory limits pursuant to State law
EMPLOYER'S LIABILITY		\$1,000,000

Notwithstanding anything in this Facilities Lease to the contrary, the above insurance requirements may be modified as appropriate for subcontractors, with District's prior written approval.

## 15.2 District's Insurance

### 15.2.1 Rental Interruption Insurance

District shall at all times from and after District's acceptance of the Project, for the benefit of District and Developer, as their interests may appear, maintain rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the current or any future twenty-four (24) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance.

### 15.2.2 Property Insurance

District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Site and the Project, together with all improvements thereon, under a standard "all risk"

contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

## **16. Indemnification and Defense**

**16.1** To the fullest extent permitted by California law, Developer shall indemnify, keep and hold harmless the District, the Architect(s) and Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees and costs, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by Developer or its Subcontractors, vendors and/or suppliers. However, Developer's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused wholly by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any law and/or provision of the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

**16.2** To the furthest extent permitted by California law, Developer shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Facilities Lease by Developer, its Subcontractors, vendors, or suppliers. However, without impacting Developer's obligation to provide an immediate and ongoing defense of Indemnitees, Developer's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Developer proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Developer shall reimburse such Indemnitee for any expenditures. Developer's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Developer's defense obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty

Assessments and/or Orders by the DIR. Developer shall give prompt notice to the District in the event of any Claim(s).

**16.3** Without limitation of the provisions herein, if Developer's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, Developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

**16.4** Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Developer of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

**16.5** In any and all Claims against any of the Indemnitees by any employee of Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**16.6** The District may retain so much of the moneys due to Developer as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from Developer that Developer will unconditionally defend the District, the Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

**16.7** Developer's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

## **17. Eminent Domain**

### **17.1 Total Taking After Project Delivery**

If, following delivery of possession of the Project by Developer to District, all of the Project and the Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

**17.1.1** The financial interest of Developer shall be limited to the amount of principal payments pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term. For example, if all of the Project and the Site is taken at the end of the third year of the Term, Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the GMP provisions indicated in **Exhibit C** that would have been owing for the fourth year through the end of the Term had there been no taking.

**17.1.2** The balance of the award, if any, shall be paid to the District.

## **17.2 Total Taking Prior to Project Delivery**

If all of the Project and the Site is taken permanently under the power of eminent domain and Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Developer shall be the amount Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

## **17.3 Partial Taking**

If, following delivery of possession of the Project by Developer to District, less than all of the Project and the Site is taken permanently, or if all of the Project and the Site or any part thereof is taken temporarily, under the power of eminent domain.

**17.3.1** This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

**17.3.2** There shall be a partial abatement of any principal payments pursuant to the GMP provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the GMP provisions indicated in **Exhibit C**.

## **18. Damage and Destruction**

If, following delivery of possession of all or a portion of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term.

## **19. Abatement**

**19.1** If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall Developer have the right to demand, the Lease Payments as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

**19.2** The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the GMP provisions indicated in **Exhibit C**.

**19.3** The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), either to:

**19.3.1** Repair the Project to full use.

**19.3.2** Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, and that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

**19.3.3** Exercise the District's purchase option to **Exhibit D to the Facilities Lease** as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease.

**19.4** The District shall notify Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

## **20. Access**

### **20.1 By Developer**

Developer shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

### **20.2 By District**

The District shall have the right to enter upon the Site at all times. District shall comply with all safety precautions and procedures required by Developer.

## **21. Assignment, Subleasing**

### **21.1 Assignment and Subleasing by the District**

Any assignment or sublease by District shall be subject to all of the following conditions:

**21.1.1** This Facilities Lease and the obligation of the District to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall remain obligations of the District; and

**21.1.2** The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease.

### **21.2 Assignment by Developer**

Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District

will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to the contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

## **22. Termination, Default And Suspension**

### **22.1 Termination; Lease Terminable Only As Set Forth Herein**

**22.1.1** Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any necessary payments pursuant to the GMP provisions in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the GMP provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

**22.1.2** Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

**22.1.3** Following completion of the Project, the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following completion of the Project, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

**22.1.4** District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the GMP provisions indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

### **22.2 District's Request for Assurances**

If District at any time reasonably believes Developer is or may be in default under this Contract, District may in its sole discretion notify Developer of this fact and request written assurances from Developer of performance of Work and a written plan from Developer to remedy any potential default under the terms of this Contract that the District may advise Developer of in writing. Developer shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Developer's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

## **22.3 District's Right to Terminate Developer for Cause**

### **22.3.1 Grounds for Termination**

The District, in its sole discretion, without prejudice to any other right or remedy, may terminate the Site Lease and Facilities Lease and/or terminate Developer's right to perform the work of the Facilities Lease based upon any of the following:

**22.3.1.1** Developer refuses or fails to execute the Work or any separable part thereof; or

**22.3.1.2** Developer fails to complete said Work within the time specified or any extension thereof; or

**22.3.1.3** Developer persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or

**22.3.1.4** Prior to completion of the Project, Developer is adjudged a bankrupt, files a petition for relief as a debtor, or a petition is filed against Developer without its consent, and the petition not dismissed within sixty (60) days; or

**22.3.1.5** Prior to the completion of the Project, Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

**22.3.1.6** Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

**22.3.1.7** Developer fails to make prompt payment to Subcontractors, or for material, or for labor; or

**22.3.1.8** Developer persistently disregards laws, or ordinances, or instructions of District as indicated in **Exhibit D**, or otherwise in violation of **Exhibit D**; or

**22.3.1.9** Developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can

work in harmony with all other elements of labor employed or to be employed on the Work; or

**22.3.1.10** Developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration.

## **22.3.2 Notification of Termination**

**22.3.2.1** Upon the occurrence at District's sole determination of any of the above conditions, or upon Developer's failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Developer and its Surety of District's termination of this Facilities Lease and/or Developer's right to perform the Work of this Facilities Lease. This notice will contain the reasons for termination.

**22.3.2.2** Unless, within fifteen (15) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Facilities Lease and the Site Lease shall cease and terminate; provided, however, if the failure stated in the notice cannot be corrected within fifteen (15) days after the service of notice, District may consent to an extension of time, provided Developer instituted and diligently pursued corrective action within the applicable fifteen (15)-day period and until the violation is corrected. Upon District determination, Developer shall not be entitled to receive any further payment until the entire Work is finished.

**22.3.2.3** Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

**22.3.2.3.1** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Facilities Lease; and

**22.3.2.3.2** Commences performance of this Facilities Lease within three (3) days from date of serving of its notice to District.

**22.3.2.4** Surety shall not utilize Developer in completing the Project if the District notifies Surety of the District's objection to Developer's further participation in the completion of the Project. Surety expressly agrees that any developer which Surety proposes to fulfill Surety's obligations is subject to District's approval.

**22.3.2.5** If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the



Work to completion by any method it may deem advisable at the expense of Developer and/or its Surety. Developer and its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Facilities Lease. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work all materials, appliances, plan, and other property belonging to Developer as may be on the Site of the Work, in bonded storage, or previously paid for.

### **22.3.3 Effect of Termination**

**22.3.3.1** If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Site and any improvements built upon the Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the GMP provisions indicated in **Exhibit C**, less any damages incurred by District due to Developer's default, acts, or omissions.

**22.3.3.2** The District shall retain all rights it possesses pursuant to this Facilities Lease including, without limitation.

**22.3.3.2.1** The right to assess liquidated damages due because of any project delay; and

**22.3.3.2.2** All rights the District holds to demand performance pursuant to Developer's required performance bond.

**22.3.3.3** Developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. Developer and its Surety shall be liable upon the performance bond for all damages caused the District by reason of Developer's failure to complete the Work under this Facilities Lease.

**22.3.3.4** In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to Developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

**22.3.3.5** In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a

termination for convenience effective as of the same date as the purported termination for cause.

**22.3.3.6** In the event that the Site Lease and Facilities Lease are terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by Developer or any impact or impairment of Developer's bonding capacity.

**22.3.3.7** If the expense to the District to finish the Work exceeds the unpaid Guaranteed Maximum Price, Developer and Surety shall pay difference to District within twenty-one (21) days of District's request. District may apply any amounts otherwise due to Developer to this difference.

**22.3.3.8** The District shall have the right (but shall have no obligation) to assume and/or assign to a replacement contractor or construction manager, or other third party who is qualified and has sufficient resources to complete the Work, the rights of Developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Facilities Lease. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, Developer shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

**22.3.3.9** All payments due Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of Developer.

**22.3.3.10** The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

## **22.4 Termination of Developer for Convenience**

**22.4.1** District in its sole discretion may terminate the Facilities Lease in whole or in part upon three (3) days written notice to Developer.

**22.4.2** Upon notice, Developer shall:

**22.4.2.1** Cease operations as directed by the District in the notice;

**22.4.2.2** Take necessary actions for the protection and preservation of the Work as soon as possible; and

**22.4.2.3** Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**22.4.3** Within 30 days of the notice, Developer shall submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Developer's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Developer shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

**22.4.4** Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

## **22.5 Developer Remedies Upon District Default**

### **22.5.1 Events of Default by District Defined**

The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default," whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only mean one or more of the following events:

**22.5.1.1** Failure by the District to pay payments required pursuant to the GMP provisions in **Exhibit C**, and the continuation of this failure for a period of forty-five (45) days.

**22.5.1.2** Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Developer shall not withhold its consent to an extension of time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

### **22.5.2 Remedies on District's Default**

If there has been an Event of Default on the District's part, Developer may exercise any and all remedies granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the GMP provisions in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

**22.5.2.1** Developer may rescind its leaseback of the Project to the District under this Facilities Lease and re-rent the Project and Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project and Site, which shall be:

**22.5.2.1.1** An amount determined by a mutually-agreed upon appraiser; or

**22.5.2.1.2** If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project and Site, both prepared by MAI-certified appraisers.

**22.5.2.2** District's obligation to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall be:

**22.5.2.2.1** Increased by the amount of costs, expenses, and damages incurred by Developer in re-renting the Project and Site; and

**22.5.2.2.2** Decreased by the amount of rent Developer receives in re-letting the Project and Site.

**22.5.2.3** District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project and Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project and Site shall vest in Developer as indicated herein.

### **22.5.3 District's Continuing Obligation**

Unless there has been damage, destruction, a Taking, or Developer has acted, failed to act, or is in default as indicated above providing District with the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the GMP provisions in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner therein provided.

### **22.5.4 No Remedy Exclusive**

No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Developer to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

## **22.6 Emergency Termination Pursuant to Public Contracts Act of 1949**

**22.6.1** This Facilities Lease is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

**22.6.1.1** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

**22.6.1.2** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

**22.6.2** Compensation to Developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price may control. The District, at its sole discretion, may adopt the Schedule of Values Price as the value of the work done or any portion thereof.

## **22.7 Suspension of Work**

**22.7.1** District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to Developer.

**22.7.1.1** An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

**22.7.1.1.1** That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Developer is responsible; or

**22.7.1.1.2** That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

**22.7.1.1.3** That the suspension of Work was the direct or indirect result of Developer's failure to perform any of its obligations hereunder.

**22.7.1.1.4** The delay could not have been avoided or mitigated by Developer's reasonable diligence.

**22.7.1.2** Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order in **Exhibit D**. This amount shall be full compensation for all Developer's and its Subcontractor(s)' changes in the cost of performance of the Facilities Lease caused by any such suspension, delay or interruption.

### **23. Limitation of District Liability**

District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

### **24. Notices**

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

**If to District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
Attn: \_\_\_\_\_

**If to Developer:**

Balfour Beatty – Clark/Sullivan a Joint  
Venture 400 Capitol Mall Suite 900,  
Sacramento, CA, 95814  
Attn: Ted Foor/President and Kyle  
Frandsen/Director

**With a copy to:**

Deidree Sakai, Esq.  
Dannis Woliver Kelley  
200 California Street, Suite 400  
San Francisco, CA 94111

Developer and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

### **25. Binding Effect**

This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and District and their respective successors, transferees and assigns.

**26. No Additional Waiver Implied by One Waiver**

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**27. Severability**

In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of the invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

**28. Amendments, Changes and Modifications**

Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

**29. Net-Net-Net Lease**

This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the GMP provisions in **Exhibit C** shall be an absolute net return to Developer, free and clear of any expenses, charges or set-offs.

**30. Execution in Counterparts**

This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**31. Developer and District Representatives**

Whenever under the provisions of this Facilities Lease the approval of Developer or the District is required, or Developer or the District is required to take some action at the request of the other, the approval or request shall be given for Developer by Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

**32. Applicable Law**

This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the Site is located.

**33. Attorney's Fees**

If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

**34. Captions**

The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Facilities Lease.

**35. Prior Agreements**

This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any matter shall be effective for any purpose.

**36. Further Assurances**

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

**37. Recitals and Exhibits Incorporated**

The Recitals set forth at the beginning of this Facilities Lease and the attached Exhibits are hereby incorporated into its terms and provisions by this reference.

**38. Time of the Essence**

Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

**39. Force Majeure**

A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing that obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, pandemic, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes, or lockouts, and that non-performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

**40. Interpretation**

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

[SIGNATURES ON NEXT PAGE]



**IN WITNESS WHEREOF**, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: November 29, 2022

Sacramento City Unified School District

Balfour Beatty – Clark/Sullivan a Joint Venture

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

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

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

Name: Brian H. Cahill

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

Title: President, California Division (JV Managing Party)

**EXHIBIT A**

**LEGAL DESCRIPTION OF SITE**

**Attached is the Legal Description for:**

**Project:** Cesar Chavez/Edward Kemble New Construction and Modernization Project  
**Addresses:** 7495 29<sup>th</sup> Street Sacramento, CA 95822 and 7500 32<sup>nd</sup> Street Sacramento, CA 95822  
**APN:** 04901830020000

POR LOT 'A' MEADOWVIEW TERRACE UNIT NO 4 DES AS LYING W OF 32ND ST S OF TORRENCE AVE & N OF A LINE WHICH BEARS N 86°57'23" E FROM THE NW COR OF LOT 1 OF GUILD ESTATES BEING FURTHER DES, IN R M BK 66 PG 10 & THAT POR LYING E OF 29TH ST CONT G 1.41 +- N FMLY 049-083-01

And

**APN:** 04901760020000

POR LOT 'A' MEADOWVIEW TERRACE UNIT NO 4 DES AS LYING W OF 32ND ST, S OF TORRENCE AVE & N OF A LINE WHICH BEARS N 86°57'23" E FROM THE NW COR OF LOT/ OF GUILD ESTATES BEING FURTHER DES IN R M BK 66 PAGE 10 & THAT POR LYING E OF 29TH ST CONT G 8.71 +- N FMLY 049-176-01

**EXHIBIT B**

**DESCRIPTION OF PROJECT**

**Attached is a map or diagram of the Site that is subject to this Facilities Lease and upon which Developer will construct the Project.**



**EXHIBIT C**

**GUARANTEED MAXIMUM PRICE AND  
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

Attached are the terms and provisions related to Site Lease payments, the Facilities Lease, the Guaranteed Maximum Price and other related cost, funding, and payment provisions.

**EXHIBIT D**

**GENERAL CONSTRUCTION PROVISIONS**

Attached are the general construction terms and conditions for the Project.

**EXHIBIT D-1**

**SPECIAL CONDITIONS**

Attached are the special terms and conditions for the Project.

**EXHIBIT E**

**MEMORANDUM OF COMMENCEMENT DATE**

This MEMORANDUM OF COMMENCEMENT DATE is dated \_\_\_\_\_, 20\_\_, and is made by and between Balfour Beatty – Clark/Sullivan a Joint Venture (“Developer”), as Lessor, and the Sacramento City Unified School District (“District”), as Lessee.

1. Developer and District have previously entered into a Facilities Lease dated as of \_\_\_\_\_, 20\_\_, (the “Lease”) for the leasing by Developer to District of the completed Project in [City], California, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Developer in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term for the Lease Payments under the Facilities Lease commenced on \_\_\_\_\_, 20\_\_ and will expire at 11:59 P.M. on \_\_\_\_\_, 20\_\_.

**THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

Sacramento City Unified School District

Balfour Beatty – Clark/Sullivan a Joint Venture

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

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

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

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

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

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

**EXHIBIT F**

**CONSTRUCTION SCHEDULE**

Attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Developer shall meet.

[To Be Attached Via Addendum.]



**EXHIBIT G**

**SCHEDULE OF VALUES**

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit "D") and that has been approved by the District.

[To Be Attached Via Addendum.]

**EXHIBIT H**

**PROJECT LABOR AGREEMENT**

**Attached is the Project Labor Agreement applicable to this Project.**

**SITE LEASE**

**For all or a portion of the following Site:**

**Project:** Cesar Chavez/Edward Kemble New Construction and Modernization Project

**Addresses:** 7495 29<sup>th</sup> Street Sacramento, CA 95822 and 7500 32<sup>nd</sup> Street Sacramento, CA 95822

**APN:** 04901760020000 and 04901830020000

**By and between**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**And**

Balfour Beatty – Clark/Sullivan a Joint Venture  
400 Capitol Mall Suite 900,  
Sacramento, CA, 95814  
Dated as of December 15, 2022

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## **SITE LEASE**

This site lease ("Site Lease") dated as of December 15, 2022 ("Effective Date"), is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and Balfour Beatty - Clark/Sullivan a Joint Venture ("Developer"), a California Joint Venture duly organized and existing under the laws of the State of California, as lessee (together, the "Parties").

### **RECITALS**

**WHEREAS**, the District currently owns two (2) parcels of land located, One is located at 7495 29<sup>th</sup> Street Sacramento, CA 95822, and is known as Edward Kemble Elementary School, and the other is located at 7500 32<sup>nd</sup> Street Sacramento, CA 95822, and is known as Cesar E Chavez Elementary School. More particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("Site"); and

**WHEREAS**, the District desires to provide for the development and construction of certain work to be performed on portions of the Site, including construction of improvements to be known as the Cesar Chavez/Edward Kemble New Construction and Modernization Project ("Project"); and

**WHEREAS**, as more particularly described in the Facilities Lease between the Parties dated as of the Effective Date, the Developer agrees to perform the work of the Project and lease the completed Project and Site back to the District ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

**WHEREAS**, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Developer and by immediately entering into the Facilities Lease under which District will construct the Project and lease back the completed Project and Site from Developer; and

**WHEREAS**, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

**WHEREAS**, this Site Lease and Facilities Lease are awarded based on a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

**WHEREAS**, the selection of the Developer was conducted in a fair and impartial manner; and

**WHEREAS**, based on the above findings, the District is authorized under Education Code section 17406 to lease the Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the completed Project and Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing; and

**WHEREAS**, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease; and

**WHEREAS**, Developer as lessee is authorized and competent to lease the Site from District and to develop and cause the construction of the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

**1. Definitions**

Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

**2. Exhibits**

The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.

**2.1. Exhibit A - Legal Description of the Site:** The legal description of the real property constituting the Site.

**2.2. Exhibit B - Description of the Project:** The map or diagram depiction of the Project on the Site.

**3. Lease of the Site**

The District hereby leases to the Developer, and the Developer hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Developer within three (3) days of execution of this Site Lease.

**4. Leaseback of the Project and Site**

The Parties agree that the completed Project and Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.

**5. Term**

The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.

## **6. Payment**

In consideration for the lease of the Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the District upon execution of this Site Lease.

## **7. Termination**

### **7.1. Termination Upon Purchase of Project**

If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination of the Facilities Lease.

### **7.2. Termination Due to Default by Developer**

If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

### **7.3. Termination Due to Default by District**

If District defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:

**7.3.1.** Take possession of the Site.

**7.3.2.** If it deems it appropriate, cause appraisal of the Site and a study of the then reasonable uses thereof.

**7.3.3.** Re-let the Site; and

**7.3.4.** Stop all Work associated with the Site Lease.

## **8. Title to Site**

During the term of this Site Lease, the District shall hold fee title to the Site, including the Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the Site.

## **9. Improvements**

Title to all improvements made on the Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

## **10. No Merger**

The leaseback of the completed Project and Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the



Site, and the Developer shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term hereof.

**11. Right of Entry**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.

**12. Quiet Enjoyment**

Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

**13. Waste**

The Developer agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

**14. Further Assurances and Corrective Instruments**

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

**15. Representations of the District**

The District represents, covenants and warrants to the Developer as follows:

**15.1. Due Organization and Existence**

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

**15.2. Authorization**

The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

**15.3. No Violations**

To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms,

conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

#### **15.4. CEQA Compliance**

The District has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

#### **15.5. Condemnation Proceedings**

**15.5.1.** District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

**15.5.2.** If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

#### **15.6. Use and Zoning**

To the best of the District's actual knowledge, the Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

#### **15.7. Taxes**

To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

### **16. Representations of the Developer**

The Developer represents, covenants and warrants to the District as follows:

#### **16.1. Due Organization and Existence**

The Developer is a California company duly organized and existing under the laws of the State of California, has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

## **16.2. Authorization**

The Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

## **16.3. No Violations**

Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developer, or upon the Site, except for Permitted Encumbrances.

## **16.4. No Bankruptcy**

Developer is not now nor has it ever been in bankruptcy or receivership.

## **16.5. No Litigation**

There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

## **17. Insurance and Indemnity**

The Developer and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

## **18. Assignment and Subleasing**

This Site Lease may be assigned and/or the Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.

## **19. Restrictions on District**

The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.

## **20. Liens and Further Encumbrances**

Developer agrees to keep the Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project. Pursuant to the Facilities Lease, Developer further

agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.

**21. Notices**

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

**If to District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
Attn: [Name, Title]

**With a copy to:**

Deidree Sakai, Esq.  
Dannis Woliver Kelley  
200 California Street, Suite 400  
San Francisco, CA 94111

**If to Developer:**

Balfour Beatty – Clark/Sullivan a Joint  
Venture  
400 Capitol Mall Suite 900,  
Sacramento, CA, 95814  
Attn: Ted Foor/President and Kyle  
Frandsen/Director

**With a copy to:**

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**22. Binding Effect**

This Site Lease shall inure to the benefit of and shall be binding upon the Developer and the District and their respective successors and assigns.

**23. No Additional Waiver Implied by One Waiver**

In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

**24. Severability**

In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

**25. Amendments, Changes and Modifications**

Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

**26. Obligations Absolute**

The Developer agrees that the obligations of the Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

**27. Execution in Counterparts**

This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**28. Developer and District Representatives**

Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Developer by the Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

**29. Applicable Law**

This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the Site is located.

**30. Attorney's Fees**

If either party brings an action or proceeding involving the Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

**31. Captions**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

**32. Prior Agreements**

This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

**33. Further Assurances**

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

**34. Recitals Incorporated**

The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.

**35. Time of the Essence**

Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

**36. Force Majeure**

A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, pandemic, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, or strikes or lockouts, and such non-performance will not be a default hereunder or a grounds for termination of this Site Lease.

**37. Interpretation**

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have caused this Site Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: November 29, 2022

Sacramento City Unified School District

Balfour Beatty - Clark/Sullivan a Joint Venture

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

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

Name: Brian H. Cahill

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

Title: President, California Division (JV Managing Party)

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF SITE**

**Attached is the Legal Description from County Recorder for:**

**Project:** Cesar Chavez/Edward Kemble New Construction and Modernization Project

**Addresses:** 7495 29<sup>th</sup> Street Sacramento, CA 95822 and 7500 32<sup>nd</sup> Street Sacramento, CA 95822

**APN:** 04901830020000

POR LOT 'A' MEADOWVIEW TERRACE UNIT NO 4 DES AS LYING W OF 32ND ST S OF TORRENCE AVE & N OF A LINE WHICH BEARS N 86°57'23" E FROM THE NW COR OF LOT 1 OF GUILD ESTATES BEING FURTHER DES, IN R M BK 66 PG 10 & THAT POR LYING E OF 29TH ST CONT G 1.41 +- N FMLY 049-083-01

And

APN: 04901760020000

POR LOT 'A' MEADOWVIEW TERRACE UNIT NO 4 DES AS LYING W OF 32ND ST, S OF TORRENCE AVE & N OF A LINE WHICH BEARS N 86°57'23" E FROM THE NW COR OF LOT/ OF GUILD ESTATES BEING FURTHER DES IN R M BK 66 PAGE 10 & THAT POR LYING E OF 29TH ST CONT G 8.71 +- N FMLY 049-176-01

**EXHIBIT B**

**DESCRIPTION OF PROJECT**

**Attached is a map or diagram showing the location of the Site that is subject to this Site Lease and upon which Developer will construct the Project.**





12855 Alcosta Blvd  
San Ramon, CA 94583  
Tel +1 925-334-7200



[WWW.MBS.ENGINEERING](http://WWW.MBS.ENGINEERING)  
License: #990872 (A & C-36)  
CA Small Business: 2003043

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## MBS Engineering Proposal

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November 10<sup>th</sup>, 2022

Dan Whaley  
VP  
MBS Engineering  
[dan@MBS.Engineering](mailto:dan@MBS.Engineering)

**TO:** Jeffrey Winn  
Sacramento City USD

**RE:** Pacific Elementary  
Gas Line Replacement Project

### SCOPE OF WORK:

MBS Engineering (MBS) is submitting a proposal for the Underground Gas Line Replacement project located at Pacific Elementary School – 6201 41<sup>st</sup> St, Sacramento, CA 95824. MBS attended the pre-bid walk on November 7<sup>th</sup> and has proposed a plan to replace gas piping as incorporated in this proposal. This proposal is broken out into a couple different options to show cost savings if possible.

- 01 - Main Underground Gas Line Replacement from Gas Valve #1 and Feed Classrooms 19,20,21,16 & 17
- 02A – Underground Gas Line Replacement from Valve #1 to Valve #2
- 02B – Above Ground Gas Line Replacement from Valve #1 to Valve #2
- 02C – Install Permanent Gas Line from Rooftop of 001 to underground connection to Cafeteria



12855 Alcosta Blvd  
San Ramon, CA 94583



Tel +1 925-334-7200

[WWW.MBS.ENGINEERING](http://WWW.MBS.ENGINEERING)

- a. MBS is certified and follows PG&E standards and procedures within PG&E Gas Design Standard A-93.1. MBS crews are certified with OQ 05-07 (Damage Prevention During Excavation) as well as PG&E Golden Shovel Safety Standards for excavation and potholing.
- b. MBS to provide excavation services to excavate (Assumed spoils to be stored on-site until transfer load available to haul-off)
  - i. Excavation
    - 1. (1) 5'x5' Bellhole for Tie-Ins to Existing;
      - a. No Shoring Included
    - 2. 375 LF x 30-40" Depth x 12-18" Width Trench
- c. MBS to excavate using hand digging, mini excavator; dump truck on-site and skid steer for excavation process
- d. Assumes spoils can be staged on-site until hauled off (transfer load plus)
- e. All utility crossings within the path of the new gas line to be exposed using a combination of hand digging and/or Hydrovac Excavation.
- f. Excludes any landscape removal off-site
  - a. Any tree roots that create issues will incur additional costs if removed
- g. MBS to backfill trench using new sand
- h. Backfill to include gas bury tape and tracer wire for gas systems
- i. Native soil to be used to fill remaining trench void on property and aggregate to be used under any roadway. Soil will be tampered to compaction requirements.
- j. All asphalt/concrete areas to be backfilled to 95% compaction, using Aggregate Base, Soil, and sand. All landscape areas to 90% compaction.
- k. Equipment Required: MBS F-550 Series Utility Trucks, Welder/Generator, Roto-Hammers, Digging Tools, Skid Steer, Mini excavator, Dump Trucks

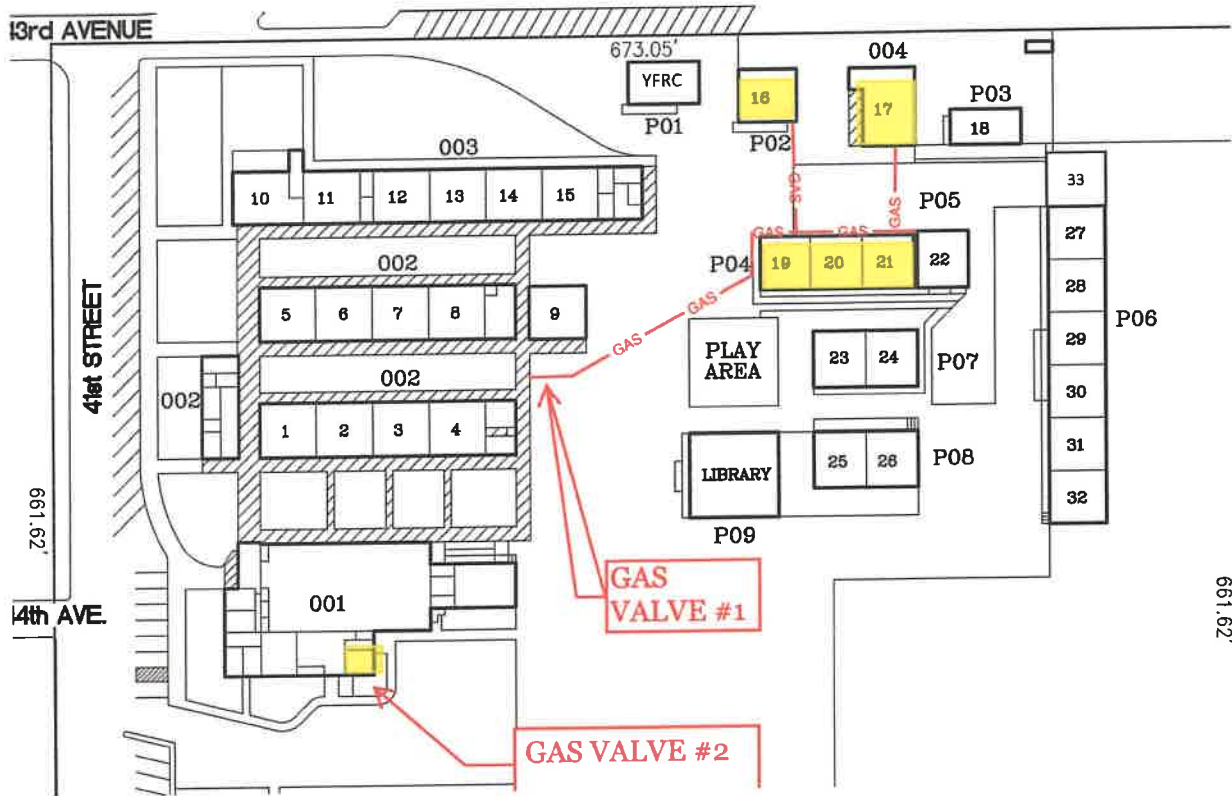
### Gas Piping Installation

- a. All Underground Gas Piping to follow PG&E standards & procedures by our PG&E certified field crews including certifications OQ 02-11 (Install and Backfill Pipe-Plastic), OQ 02-14 (Install Tracer Wire), PGE21-06 (Mechanical Butt Fusion), PGE21-08 (Electrofusion Couplings), PGE21-09 (Saddle Fusion), PGE21-11 (Mechanical Stab Fittings) for installation of Polyethylene Pipe (Following PG&E Gas Standards A-93.1).
- b. MBS to furnish and install all required Gas Related Materials.
  - i. 3" Piping – 275 LF
  - ii. 2" Piping – 100 LF
  - iii. Tie-In to Existing Piping from Rooftop (welded)
  - iv. Tie-In to 5 Total Classrooms (wall penetrations at 2)
- c. MBS uses certified crew members to perform gas line installations.
- d. Following installation, all gas lines will be pressure and leak tested

### Hardscape Patchback

- a. AC Patch & concrete Patch to match cutting specs

- **01 – MAIN UNDERGROUND GAS LINE REPLACEMENT FROM GAS VALVE #1 & FEED CLASSROOMS 19,20,21,16 & 17**



**ASSUMPTIONS:**

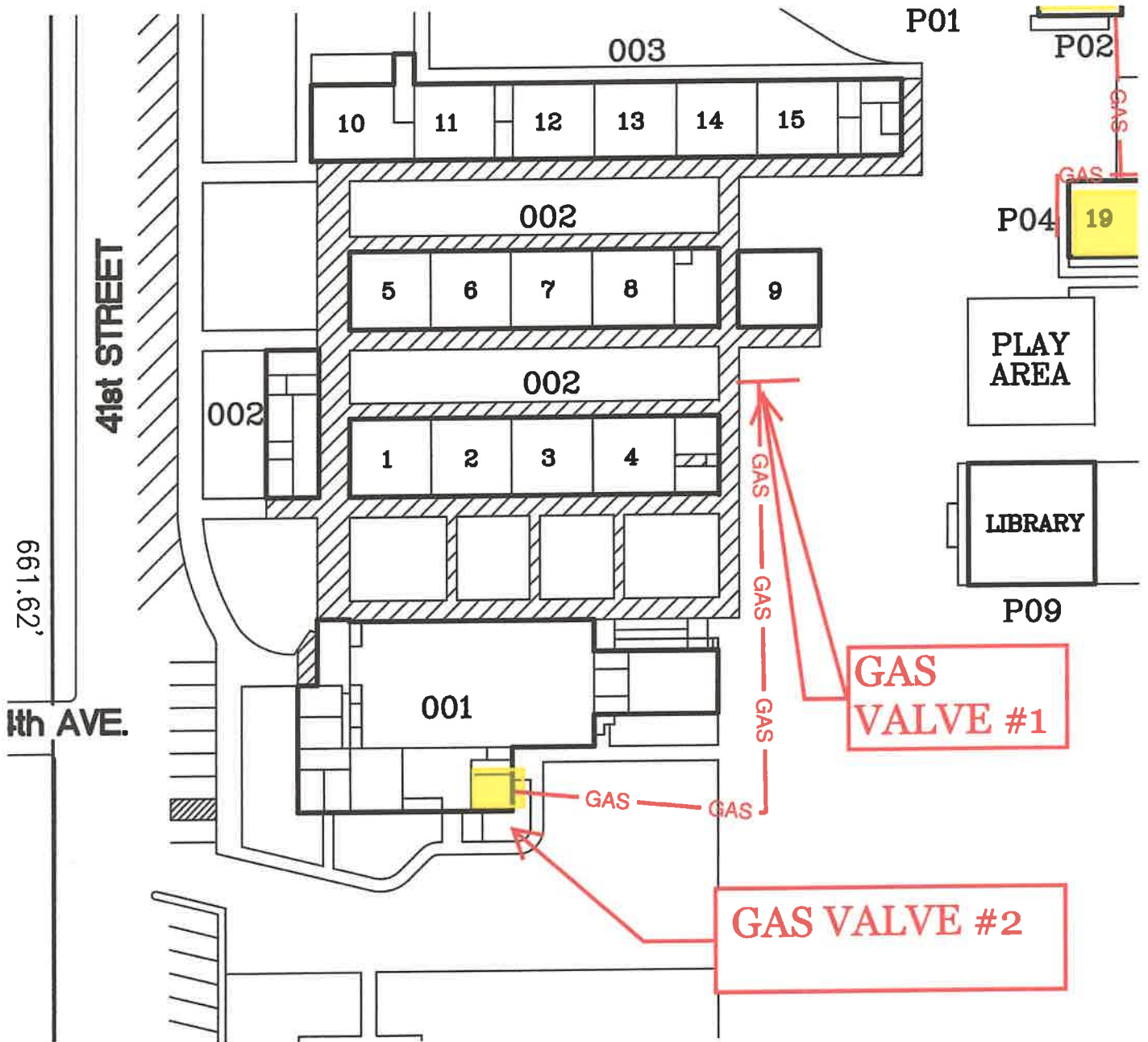
- Perform major work Thanksgiving Break (November 18<sup>th</sup> to Wednesday the 23<sup>rd</sup>)
- Perform work that does not inhibit movement of students during week of November 28<sup>th</sup>.
- Suitable connections on interior of classrooms and exterior to connect to existing piping
- Hardscape assumed no greater than 6" Thickness

**Hardscape Cutting & Removal**

- MBS to provide asphalt/concrete cutting and removal services Gas line path (Roadway)
  - Sawcutting Concrete –Maximum 6" Thickness
    - 130 LF (x 2 Cut Each Side of Trench) – Cut 18" Width Trench
  - Sawcutting AC – Maximum 6" Thickness
  - Removal of Asphalt & Concrete to proper disposal site (Drive time & Dump Cost)
  - MBS not responsible for any utilities hit during saw cutting due to improper installation (buried in asphalt)
    - Any changes in above scope to be charged accordingly

**Trench Excavation & Backfill**

• **02 – UNDERGROUND GAS LINE REPLACEMENT FROM GAS VALVE #1 TO GAS VALVE #2**



**ASSUMPTIONS:**

- a. Perform major work Thanksgiving Break (November 18<sup>th</sup> to Wednesday the 23<sup>rd</sup>)
- b. Perform work that does not inhibit movement of students during week of November 28<sup>th</sup> and beyond

- c. Suitable connections on interior of classrooms and exterior to connect to existing piping
- d. Hardscape assumed no greater than 6" Thickness

#### **Hardscape Cutting & Removal – 02**

- b. MBS to provide asphalt/concrete cutting and removal services Gas line path (Roadway)
  - i. Sawcutting Concrete –Maximum 6" Thickness
    - 1. 275 LF (x 2 Cut Each Side of Trench) – Cut 18" Width Trench
  - ii. Sawcutting AC – Maximum 6" Thickness
  - iii. Removal of Asphalt & Concrete to proper disposal site (Drive time & Dump Cost)
  - iv. MBS not responsible for any utilities hit during saw cutting due to improper installation (buried in asphalt)
    - 1. Any changes in above scope to be charged accordingly

#### **Trench Excavation & Backfill - 03**

- i. Excavation
  - 1. (1) 5'x5' Bellhole for Tie-Ins to Existing;
    - a. No Shoring Included
  - 2. 275 LF x 30-40" Depth x 12-18" Width Trench

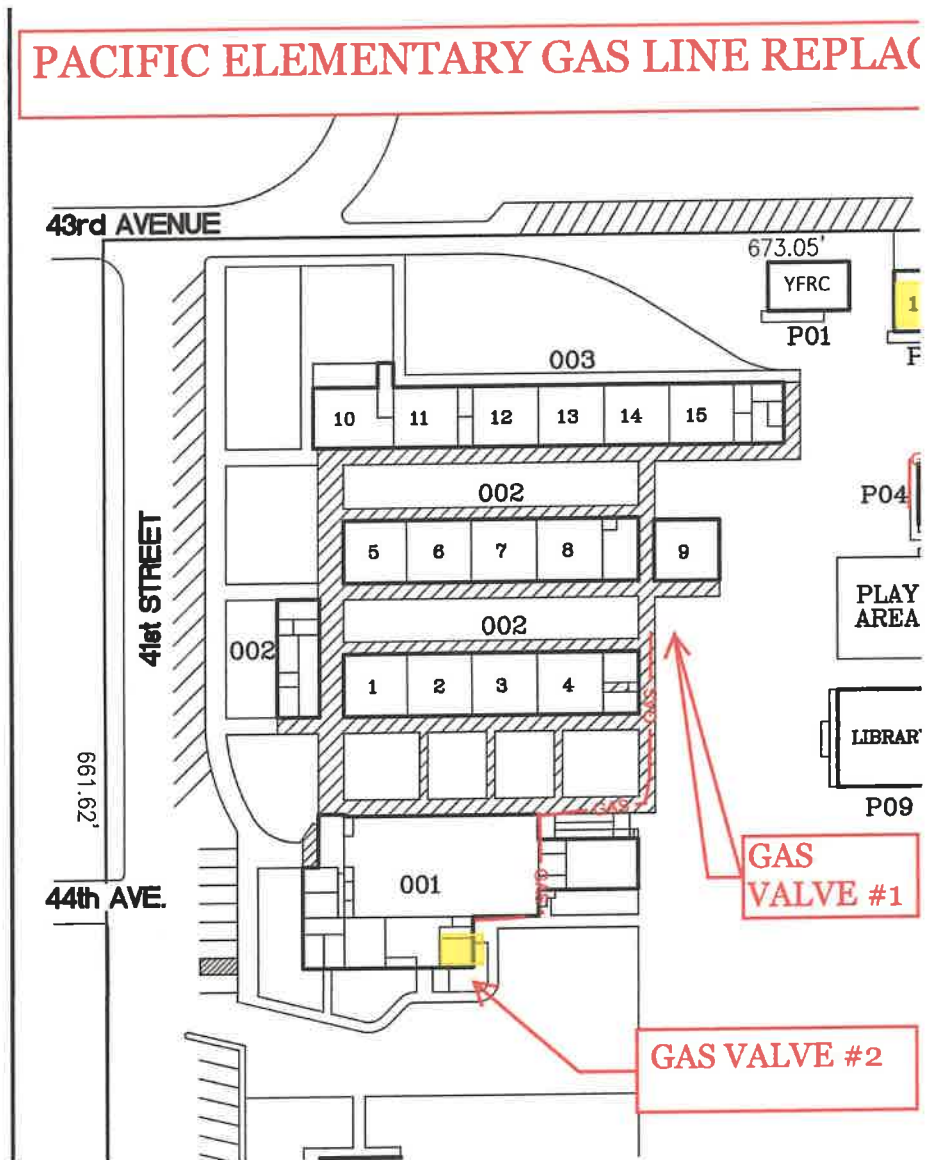
#### **Gas Piping Installation - 04**

- e. All Underground Gas Piping to follow PG&E standards & procedures by our PG&E certified field crews including certifications OQ 02-11 (Install and Backfill Pipe-Plastic), OQ 02-14 (Install Tracer Wire), PGE21-06 (Mechanical Butt Fusion), PGE21-08 (Electrofusion Couplings), PGE21-09 (Saddle Fusion), PGE21-11 (Mechanical Stab Fittings) for installation of Polyethylene Pipe (Following PG&E Gas Standards A-93.1).
- f. MBS to furnish and install all required Gas Related Materials.
  - i. Tee Connection at Main
  - ii. Tie-In to 1 Total Classrooms (wall penetrations at 2)
- g. MBS uses certified crew members to perform gas line installations.
- h. Following installation, all gas lines will be pressure and leak tested

#### **Hardscape Patchback - 05**

- b. AC Patch & concrete Patch to match cutting specs

- **02B –ABOVE GROUND GAS LINE REPLACEMENT FROM GAS VALVE #1 TO GAS VALVE #2**



**ASSUMPTIONS:**

- Perform major work Thanksgiving Break (November 18<sup>th</sup> to Wednesday the 23<sup>rd</sup>)
- Perform work that does not inhibit movement of students during week of November 28<sup>th</sup> and beyond
- Suitable connections on interior of classrooms and exterior to connect to existing piping
- 2" Piping Above ground along rooftop and along building face – total is 250 LF

**02C –ABOVE GROUND TIE-IN TO EXISTING LINE ON BUILDING 001 ROOFTOP AND MAKE PERMANENT**

**ASSUMPTIONS:**

- a. Perform major work Thanksgiving Break (November 18<sup>th</sup> to Wednesday the 23<sup>rd</sup>)
- b. Assumes that capacity is proper to follow path of existing temporary line.
- c. Port to be installed to test pressure drop and ensure it works properly.
- d. Run approximately 20 LF of new 2" Piping from rooftop to underground connection, anchor properly to building, patchback all areas.

**INCLUSIONS:**

- a. Work performed during hours listed
- b. MBS Engineering to pressure test all installed piping.
- c. MBS Engineering to provide all equipment necessary to complete scope of work.
- d. MBS installs all underground PE gas pipe following PG&E Gas Design Standard A-93.1 standards and procedures.
- e. MBS installers PG&E trained and certified in Iron Pipe welding for use with natural gas piping following utility standards and procedures.
- f. Schedule to be provided upon start of work of shutdowns and MBS work plan. Deviations out of the control of MBS will be billed at an additional standby time cost.

**EXCLUSIONS:**

- a. Permits, fees, bonds are excluded.
- b. The natural gas systems will be shut down and the gas appliances must be turned off when tie-ins made to existing system.
- c. It will be each site's responsibility to relight gas appliances.
- d. MBS is not responsible for any leaks upstream or downstream of our work.
- e. MBS is not responsible for any gas appliance(s) that will not relight after shutdown.

**APPLICABLE LAW:**

This contract shall be governed by the laws of local county, The State of California, and any applicable Federal Law.

**INSURANCE:**

A current insurance certificate for MBS will be on file with Sacramento USD and will be listed as additional insured.

**PAYMENT:**

Payment Terms: Net 15 Upon Completion

**MBS PRODUCT AND SERVICE QUOTE:**

<b>Service Location</b>	Pacific Elementary	<b>Contact</b>	Jeffrey Winn
<b>Address</b>	6201 41 <sup>st</sup> St.	<b>Company</b>	Sacramento USD
<b>City/State/Zip</b>	Sacramento, CA 95824	<b>Number</b>	(916) 741-1052
<b>Gas Replacement – Pacific Elementary</b>			

<b>001 – Below Ground Replacement</b>	<b>\$ 89,500.00</b>
<b>002A – Underground Replacement from Valve 1 to Valve 2</b>	<b>\$ 60,875.00</b>
<b>002B – Above Ground Replacement from Valve 1 to Valve 2</b>	<b>\$ 42,585.00</b>
<b>002C – Above Ground From Rooftop Down to Underground Connection</b>	<b>\$ 11,500.00</b>
<b>Total – Option A</b>	<b>\$ 150,375.00</b>
<b>Total – Option B</b>	<b>\$ 124,085.00</b>
<b>Total – Option C</b>	<b>\$ 101,000.00</b>



**From:** [Torrie Moreno](#)  
**To:** [Jeffrey Winn](#)  
**Subject:** Pacific underground gas line replacement  
**Date:** Tuesday, November 1, 2022 11:13:00 AM  
**Attachments:** [Pacific Gas Line Repair 1A Map.pdf](#)  
[Pacific Gas Line Repair Scope \(003\).pdf](#)  
[02 41 00 Site Demolition.pdf](#)  
[017329 Cutting and Patching.pdf](#)  
[31 23 33 Trenching and Backfilling.pdf](#)  
[32 16 00 Site Concrete.pdf](#)  
[33 00 00 Site Utilities.pdf](#)  
[32 12 00 Asphalt Paving.pdf](#)  
[22 10 00 Plumbing Piping Systems REV 07-15-2022.pdf](#)  
[22 05 53 Plumbing Identification.pdf](#)  
[22 00 50 Basic Plumbing Materials and Methods.pdf](#)  
[33 00 00 Site Utilities.pdf](#)  
[32 12 36 Pavement Sealer and Striping.pdf](#)

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The Sacramento City Unified School District is accepting proposals for **UNDERGROUND GAS LINE REPLACEMENT at Pacific Elementary School**, located at 6201 41<sup>st</sup> St. Sacramento, CA 95824. A **mandatory** bid walk will be held on November 7<sup>th</sup> at 10 am. Questions are due by November 10<sup>th</sup> at 10 am. The proposals are due November 16<sup>th</sup>, 2022, by 2pm and will only be accepted electronically, as a reply to this email.

If you have any questions, please respond to this email.

Thank you,

Jeffrey Winn

SCUSD Facilities Maintenance Manager

916-395-3970 ext. 450013

916-741-1052 cell



**Sacramento City Unified District**  
MANDATORY Bid Walk Sign-In-Sheet  
**Pacific Elementary School Gas Line Replacement**  
All Bidders Must Provide A Business Card  
**11/17/22 @ 10:00 am**

By signing this sheet confirms that you received meeting agenda & specifications

COMPANY	REPRESENTATIVE PRINT NAME	SIGNATURE	TELEPHONE	EMAIL PRINT CLEARLY
ABC Engineering	Loren B. M.		767 44 0019	Loren@abc.engr.com



**AMENDMENT NO. 1 TO AGREEMENT FOR  
ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and California Design West Architects Inc. ("Architect") (collectively the "Parties"):

**Section I. Amendment to Agreement for Architectural Services originally entered to on September 8, 2022.**

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be December 15, 2022;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from September 2023 to December 2023;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current staffing on the Project until December 31, 2023, and will pay for the increased services from and after December 15, 2022, on a not to exceed basis up to a maximum of \$237,464.40, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

Per attached letter dated November 18, 2022, from California Design West Architects Inc. requesting additional services; District accepts additional services

Per attached letter dated November 18, 2022, from California Design West Architects Inc. requesting additional services to add Kindergarten Play Equipment, as well as additional paving upgrades to the bike entry area. No other changes to contract or assigned projects and assigned services provided; District accepts increase in service request and corresponding change order in contract amount.

**Description of funding changes to contract:**

Original contract amount .....	\$227,392.40
Previous change orders through change order #- .....	\$0.00
Contract amount prior to this change order .....	\$227,392.40
Amount of this change order.....	\$10,072.00
<b>NEW CONTRACT AMOUNT.....</b>	<b><u>\$237,464.40</u></b>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

DATE: December 15, 2022

**Sacramento City Unified School  
District**

**California Design West  
Architects Inc.**

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Rose Ramos  
CBO

---

Mitch McAllister



CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19TH STREET  
SACRAMENTO, CA 95818  
916.446.2466 | OFFICE

November 18, 2022

Chris Ralston  
Director of Facilities  
Sacramento City Unified School District

VIA EMAIL

RE: Additional Services Proposal for Architectural and Engineering Services  
John Sloat Elementary School Paving Repairs and Site Security Fencing project

Dear Chris,

Thank you for allowing the opportunity to provide Additional Architectural and Engineering Services for the John Sloat Elementary School – Paving Repairs and Site Security Fencing project. We appreciate the opportunity to work with you and look forward to working with the Sacramento City Unified School District on this project, and many successful projects in the future.

The District has decided to add Kindergarten Play Equipment, as well as additional paving upgrades to the bike entry area, which was not included in our original fee proposal or cost estimate.

We will provide services to design and oversee construction for this project, including Schematic Design, Design Development, Construction Documents, Bidding, DSA Access Review only, Construction Administration, and DSA Closeout. We will coordinate project documents between the geotechnical engineer, all required engineering, Local Fire Marshal, and other work as required. We will assist the District’s funding consultant to obtain any funding available for this project, if applicable.

Since this is a part of a larger project, we proposed a reduced lump-sum fee to add above listed scope to our project, with the fixed additional A&E fee below. Please see attached added scope cost estimate as well.

<b>FIXED ADDITIONAL A&amp;E FEES</b>	<b>\$</b>	<b>10,072.00</b>
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Please contact me with any questions.

Sincerely,

Shane Trump, AIA

**JOHN SLOAT ELEMENTARY SCHOOL**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**COST ESTIMATE FOR PAVING REPAIRS AND SITE SECURITY FENCING**



**CONSTRUCTION COST ESTIMATE**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL		
GRADING / DEMOLITION / MOBILIZATION	1	EA	\$ 100,000.00	\$ 100,000.00		
DEMO / REPLACE CONCRETE PLAY AREA - KINDER	3,500	SF	\$ 22.00	\$ 77,000.00		
STRIPING - KINDER	1	EA	\$ 10,000.00	\$ 10,000.00		
STRIPING - KINDER	1	EA	\$ 10,000.00	\$ 10,000.00		
CONCRETE CURB - KINDER	200	LF	\$ 55.00	\$ 11,000.00		
DEMO AC UNDER (E) PLAYGROUND EQUIPMENT	2,300	SF	\$ 5.00	\$ 11,500.00		
DEMO / EXPOSE OF (E) PLAYGROUND EQUIPMENT	1	EA	\$ 5,000.00	\$ 5,000.00		
POURED-IN-PLACE FALL PROTECTION - KINDER	2,300	SF	\$ 37.00	\$ 85,100.00		
ADDED KINDER PLAY EQUIPMENT + INSTALLATION	1	EA	\$ 200,000.00	\$ 200,000.00	4%	\$ 8,000.00
CONCRETE CURB - ES	240	LF	\$ 75.00	\$ 18,000.00		
POURED-IN-PLACE FALL PROTECTION - ES	3,000	SF	\$ 37.00	\$ 111,000.00		
IRRIGATION REPAIR	600	LF	\$ 25.00	\$ 15,000.00		
GRADING / PLANTING AT NEW PAVING	5,000	SF	\$ 8.00	\$ 40,000.00		
NEW STORM DRAIN	150	LF	\$ 50.00	\$ 7,500.00		
NEW STORM DRAIN INLETS	2	EA	\$ 2,000.00	\$ 4,000.00		
NEW STORM DRAIN ADA GRATES	8	EA	\$ 500.00	\$ 4,000.00		
DEMO (E) FENCING	1,900	LF	\$ 15.00	\$ 28,500.00		
ORNAMENTAL FENCING + MOW STRIP	350	LF	\$ 260.00	\$ 91,000.00		
CHAIN LINK FENCING + MOW STRIP	1,000	LF	\$ 185.00	\$ 185,000.00		
SALVAGE & REINSTALL FENCING	75	LF	\$ 150.00	\$ 11,250.00		
STANDARD VEHICULAR GATES	4	EA	\$ 5,000.00	\$ 20,000.00		
ROLLING GATES	0	EA	\$ 10,000.00	\$ -		
MAN GATES	8	EA	\$ 5,000.00	\$ 40,000.00		
CONCRETE SEAT WALLS	65	LF	\$ 250.00	\$ 16,250.00		
DEMO, GRADE, NEW PIP PLAY AREA - SMALL KINDER AREA/	2,300	SF	\$ 38.00	\$ 87,400.00		
CONCRETE CURB	220	LF	\$ 55.00	\$ 12,100.00		
RAMP, LANDING, CURB ACCESS	1	EA	\$ 7,000.00	\$ 7,000.00		
DEMO, GRADE, NEW PIP PLAY AREA - MAIN	2,000	SF	\$ 38.00	\$ 76,000.00		
CONCRETE CURB	240	LF	\$ 75.00	\$ 18,000.00		
RAMP, LANDING, CURB ACCESS	1	EA	\$ 7,000.00	\$ 7,000.00		
COMPLETE AC DEMO, GRADING AND REPLACEMENT	64,000	SF	\$ 8.00	\$ 512,000.00		
LIME TREAT AC AREA	64,000	SF	\$ 4.00	\$ 256,000.00	0%	\$ -
PARKING STRIPING	1	EA	\$ 5,000.00	\$ 5,000.00		
WHEEL STOPS	8	EA	\$ 400.00	\$ 3,200.00		
REVISED DAMAGED PARKING CONCRETE WALK	1,000	SF	\$ 22.00	\$ 22,000.00		
HARDCOURT STRIPING	1	EA	\$ 25,000.00	\$ 25,000.00		
US MAP STRIPING?	1	EA	\$ 15,000.00	\$ 15,000.00		
4 NEW BASKETBALL SETS	4	EA	\$ 12,000.00	\$ 48,000.00		
PASSENGER LOADING AREA CONCRETE	2,000	SF	\$ 22.00	\$ 44,000.00		
PASSENGER LOADING AREA ASPHALT	0	SF	\$ 16.00	\$ -		
TRUNCATED DOMES / SIGNAGE ADA UPGRADES	5	EA	\$ 600.00	\$ 3,000.00		
ADDED BIKE ENTRY AREA CONCRETE	700	SF	\$ 22.00	\$ 15,400.00	8%	\$ 1,232.00
ADDED LANDSCAPE & IRRIGATION AT OLD BIKE AREA	700	SF	\$ 15.00	\$ 10,500.00	8%	\$ 840.00
ADDED BIKE RACK	1	EA	\$ 2,500.00	\$ 2,500.00	0%	\$ -
SD CONNECTIONS	23	EA	\$ 750.00	\$ 17,250.00		
SD INLET RELOCATION	6	EA	\$ 5,000.00	\$ 30,000.00		
SD LINE REPLACEMENT	750	LF	\$ 100.00	\$ 75,000.00		
WATER CONNECTIONS / SOV's	10	EA	\$ 1,000.00	\$ 10,000.00		
WATER LINE REPLACEMENT	400	LF	\$ 100.00	\$ 40,000.00		
WATER LINE CONNECTIONS	15	EA	\$ 1,000.00	\$ 15,000.00		
SEWER CONNECTIONS / CLEANOUTS	10	EA	\$ 2,000.00	\$ 20,000.00		
SEWER / GAS LINE REPLACEMENT	425	LF	\$ 150.00	\$ 63,750.00		
ADDED GAS LINE VALVES / CONNECTIONS	8	EA	\$ 2,000.00	\$ 16,000.00		
<b>SUBTOTAL</b>				<b>\$ 2,557,200.00</b>		
CONTINGENCY			4.0%	\$ 102,288.00		
PLA			15.0%	\$ 383,580.00		
CONTRACTOR OHP			12.0%	\$ 306,864.00		
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>				<b>\$ 3,349,932.00</b>		

**PROJECT DEVELOPMENT COSTS**

DSA FEES - DOES NOT INCLUDE CCD REVIEW HOURS		1.5%	\$ 50,248.98	ADDED SERVICES
ARCHITECTURAL, CIVIL, LANDSCAPE	ORIGINAL \$ 216,564.40		\$ 226,636.40	\$ 10,072.00
TOPO SURVEY PROVIDED BY DISTRICT			\$ 14,000.00	
UNDERGROUND UTILITY LOCATING PROVIDED BY DISTRICT			\$ 10,000.00	
TESTING & INSPECTION		1.0%	\$ 33,499.32	
GEO TECH / PAVING RECOMMENDATIONS			\$ 8,000.00	
INSPECTOR FEES		2.0%	\$ 66,998.64	
CM FEES		2.5%	\$ 83,748.30	
<b>TOTAL PROJECT DEVELOPMENT COSTS</b>		~16%	<b>\$ 493,131.64</b>	

**TOTAL PROJECT COST**

CONSTRUCTION COST	\$ 3,349,932.00
PROJECT DEVELOPMENT COST	\$ 493,131.64
<b>TOTAL PROJECT COST</b>	<b>\$ 3,843,063.64</b>



**AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and California Design West Architects Inc. ("Architect") (collectively the "Parties"):

**Section I. Amendment to Agreement for Architectural Services originally entered to on November 1, 2022.**

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be December 15, 2022;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from June 2023 to December 2023;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current staffing on the Project until December 31, 2023, and will pay for the increased services from and after December 15, 2022, on a not to exceed basis up to a maximum of \$151,681.58, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

Per attached letter dated November 18, 2022, from California Design West Architects Inc. requesting additional services; District accepts additional services

Per attached letter dated November 18, 2022, from California Design West Architects Inc. requesting additional services to add additional fencing, gates, and handrails. No other changes to contract or assigned projects and assigned services provided; District accepts increase in service request and corresponding change order in contract amount.

**Description of funding changes to contract:**

Original contract amount .....	\$134,661.58
Previous change orders through change order #- .....	\$0.00
Contract amount prior to this change order .....	\$134,661.58
Amount of this change order.....	\$17,020.00

**NEW CONTRACT AMOUNT.....\$151,681.58**



Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

DATE: December 15, 2022

**Sacramento City Unified School  
District**

**California Design West  
Architects Inc.**

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Rose Ramos  
CBO

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Mitch McAllister



CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19TH STREET  
SACRAMENTO, CA 95818  
916.446.2466 | OFFICE

November 18, 2022

Chris Ralston  
Director of Facilities  
Sacramento City Unified School District

VIA EMAIL

RE: Additional Services Proposal for Architectural and Engineering Services  
Sequoia Elementary School – Toilet Building and Site Security Fencing project

Dear Chris,

Thank you for allowing the opportunity to provide Additional Architectural and Engineering Services for the Sequoia Elementary School – Toilet Building and Site Security Fencing project. We appreciate the opportunity to work with you and look forward to working with the Sacramento City Unified School District on this project, and many successful projects in the future.

The District has decided to add additional fencing, gates, and handrails, which was not included in our original fee proposal or cost estimate.

We will provide services to design and oversee construction for this project, including Schematic Design, Design Development, Construction Documents, DSA Review, Bidding, Construction Administration, and DSA Closeout. We will coordinate project documents between the geotechnical engineer, all required engineering, Local Fire Marshal, and other work as required. We will assist the District’s funding consultant to obtain any funding available for this project, if applicable.

Since this is a part of a larger project, we proposed a reduced lump-sum fee to add this scope to our project, with the fixed additional A&E fee below. Please see attached revised Cost Estimate.

<b>FIXED ADDITIONAL A&amp;E FEES</b>	<b>\$</b>	<b>17,020.00</b>
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Please contact me with any questions.

Sincerely,

Shane Trump, AIA

**SEQUOIA ELEMENTARY SCHOOL**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**COST ESTIMATE FOR NEW TOILET BUILDING AND SITE SECURITY FENCING**



**CONSTRUCTION COST**

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL		
MOBILIZATION / GRADING / DEMOLITION / BONDS	1	EA	\$ 100,000.00	\$ 100,000.00		
TOILET BUILDING	540	SF	\$ 600.00	\$ 324,000.00		
TOILET BUILDING - MINIMAL OVERHANG	335	SF	\$ 75.00	\$ 25,125.00		
SITE - REVISED ELECTRICAL	1	EA	\$ 75,000.00	\$ 75,000.00		
SITE - FA	350	LF	\$ 100.00	\$ 35,000.00		
FACP UPGRADES	1	EA	\$ 40,000.00	\$ 40,000.00		
SITE SEWER	50	LF	\$ 150.00	\$ 7,500.00		
SITE WATER	150	LF	\$ 100.00	\$ 15,000.00		
SITE CONCRETE	1,200	SF	\$ 16.00	\$ 19,200.00		
SITE AC PATCHBACK	2,000	SF	\$ 12.00	\$ 24,000.00		
DRY ROT REPAIR - ADD ALT	8	EA	\$ 4,000.00	\$ 32,000.00		
PAINT (E) CAMPUS - ADD ALT	50,000	SF	\$ 3.50	\$ 175,000.00		
DEMO (E) FENCING	200	LF	\$ 15.00	\$ 3,000.00		
ADDITIONAL FENCING DEMO	500	LF	\$ 15.00	\$ 7,500.00	8%	\$ 600.00
ORNAMENTAL FENCING + MOW STRIP	230	LF	\$ 250.00	\$ 57,500.00		
ADDED ORNAMENTAL FENCING	115	LF	\$ 200.00	\$ 23,000.00	4%	\$ 920.00
ADDED ORNAMENTAL FENCING + MOW STRIP	890	LF	\$ 250.00	\$ 222,500.00	4%	\$ 8,900.00
STANDARD VEHICULAR GATES	2	EA	\$ 7,500.00	\$ 15,000.00		
ADDED VEHICULAR GATES	5	EA	\$ 7,500.00	\$ 37,500.00	8%	\$ 3,000.00
REVISE GATE / RAMP / HANDRAILS / WALK AT (E) FENCE GATE	1	EA	\$ 15,000.00	\$ 15,000.00	8%	\$ 1,200.00
MAN GATES	3	EA	\$ 5,000.00	\$ 15,000.00		
ADDED MAN GATES	6	EA	\$ 5,000.00	\$ 30,000.00	8%	\$ 2,400.00
<b>SUBTOTAL</b>				<b>\$ 1,297,825.00</b>		
CONTINGENCY			8.0%	\$ 103,826.00		
PLA / INFLATION			15.0%	\$ 194,673.75		
CONTRACTOR OHP			14.0%	\$ 181,695.50		
<b>TOTAL CONSTRUCTION COST</b>				<b>\$ 1,778,020.25</b>		

**PROJECT DEVELOPMENT COSTS**

DSA FEES - DOES NOT INCLUDE CCD REVIEW HOURS		1.5%	\$ 26,670.30	ADDED SERVICES
ARCHITECTURAL, CIVIL, M/E/P, STRUCTURAL, LANDSCAPE	ORIG FEE: \$	128,248.58	\$ 145,268.58	\$ 17,020.00
TOPO SURVEY PROVIDED BY DISTRICT			\$ 6,000.00	
UNDERGROUND UTILITY LOCATING PROVIDED BY DISTRICT			\$ 6,800.00	
GEO TECH REPORT PROVIDED BY DISTRICT			\$ 7,100.00	
TESTING & INSPECTION ESTIMATE		1.0%	\$ 17,780.20	
INSPECTOR FEES ESTIMATE		2.5%	\$ 44,450.51	
CM FEES ESTIMATE		2.5%	\$ 44,450.51	
<b>TOTAL PROJECT DEVELOPMENT COSTS</b>		~18%	<b>\$ 298,520.10</b>	

**TOTAL PROJECT COST**

CONSTRUCTION COST	\$ 1,778,020.25
PROJECT DEVELOPMENT COST	\$ 298,520.10
<b>TOTAL PROJECT COST</b>	<b>\$ 2,076,540.35</b>