



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: November 5, 2020

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 – Supplies/Equipment
5. Recommended Bid Awards – Facilities Projects
6. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
California Department of Education A21-00040	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$157,123
<p>7/1/20 – 6/30/21: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act grant. Programs supported by these funds improve employment opportunities and provide training and education to community adults. Achievement in Adult Basic Education, English Language Acquisition, English Literacy, Adult Secondary Education and Civic Education is measured through testing. Benchmarks are tracked for future funding opportunities.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
PBK Architects, Inc. SA21-00193 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	11/5/20 – Architect Services for COVID-19 Readiness Assessments. The District utilizes a two-step process to contract architectural firms as described below. 1. Approval of the Master Agreement for Architectural Services with PBK is requested. The firm was selected for the District’s pool of qualified architects through a rigorous Request for Qualifications process completed in February, 2020. As firms are contracted for their first project, the District requires each firm in the pool to execute a Master Agreement. After the Master Agreement is executed, the District proceeds to contract the firm for a specific project. Exhibit A, Project Authorization Form, of the agreement is used to assign projects and includes detailed project specific scope, schedule, compensation, etc. 2. Authorization is requested for firm’s first assigned project under the new Master Agreement. The firm will provide a COVID-19 Readiness Assessment and Preparation Program to ensure that proper mitigating measures have been put into place at each and every school site so that the District may bring students back to school in the safest way possible. PBK will provide a comprehensive third party analysis of District campuses to determine the District’s compliance with guidelines set forth by the Center for Disease Control, state and county Departments of Public Health, American Society of Heating, Refrigeration and Air Conditioning and the Coalition for Adequate School Housing. The focus of the assessments will be all spaces at school sites, dependent charters and administration offices. Please refer to Exhibit A, Project Authorization Form, for additional project details.	\$497,500 CARES Act Funds

Johnson Controls, Inc.
R21-01053

New Contract:

- Yes
 No

11/5/20 – Approval is requested to purchase Ultra Violet Device Inc. (UVDI) V-PAC SC, self-contained air purifiers with UV-C bulbs. High Efficiency Filtration (HEF) filters in conjunction with UV-C light to mitigate the spread of COVID-19 in preparation for the reopening of schools. In addition to COVID-19, units filter volatile organic compounds (VOCs) in the air as small as 0.3 microns. For comparison, VOCs contained in wildfire smoke are measured at 2.5 microns. Therefore, the investment in such filtration not only combats COVID-19 but smoke due to the increasing prevalence of wildfires in the Sacramento region. The District has selected this system because it is the best technology for mitigating COVID-19 at a fraction of the cost of other compatible portable filtration devices, such as HEPA filtration devices. The units have minimal power requirements, compared to the HEPA alternative, which allow for District wide installation without the need for major electrical upgrades. The COVID-19 virus is destroyed using an Ultraviolet-C light instead of trapping the virus in a filter. This is important to help mitigate potential contact with the virus when staff maintenance filters. Units will be deployed District-wide in every classroom and common space for students and staff. Per the Governor's emergency proclamation dated March 4, 2020, competitive bidding requirements have been suspended for procurements related to the mitigation of COVID-19. In order to ready sites for reopening in a timely manner, and understanding the demand for such products is very high at this time, Purchasing Services finds it is in the best interest of the District to purchase the units without competitive bidding.

\$6,148,125
CARES Act
Funds

JOHN SLOAT ELEMENTARY

Conditions for Learning
SA21-00050

New Contract:

- Yes
 No

9/3/20 – 6/30/20: Support John Sloat Elementary educators in aligning the site's Single Plan for Student Achievement (SPSA) with effective instructional practices and approaches to support the increase in student achievement. In partnership with the site, contractor will: improve student achievement in English Language Arts (ELA) through job embedded grade level curriculum planning, in-class coaching and student work analysis through the utilization of Professional Learning Community collaboration practices; improve student achievement in ELA and science through the creation and implementation of standards based Units of Study integrating curriculum in language arts, science, technology and social studies; support small group interventions and instruction to support literacy outcomes; and promote ELA/ELD through academic vocabulary instruction and authentic exhibitions/presentations.

\$103,000
SIG Funds

JOHN STILL K-8 SCHOOL

Sacramento County
Office of Education
SA21-00152

New Contract:

- Yes
 No

8/26/20 – 5/31/21: Provide site-based support for teaching ELA/ELD during the 2020/21 school year. Support to include: preservice training, Benchmark and/or SIPPS support days, lesson study, coaching and facilitation of pacing and assessment plans.

\$98,400
SIG Funds

YOUTH DEVELOPMENT

Expanded Learning Program 2020/21

New Contract:

- Yes
- No

8/27/20 – 6/30/21: Approval is requested to amend Expanded Learning contracts for five providers that have been tasked with operating in-person Learning Hubs at seven sites as listed below. Increases will be funded with CARES Act dollars. Under the amendments, the providers will be responsible for staffing hubs for a minimum of seven hours per day with a 10-to-1 student to staff ratio; implementing health and wellness procedures; implementing social distancing plan; providing supplies such as headphones, printers, etc.; enforcing the visitor policy; maintaining small cohorts of students; actively screening staff and students; troubleshooting technology issues for students; providing daily communication with parents/guardians; providing enrichment activities and outdoor play; and helping with synchronous and asynchronous learning. Learning Hubs will operate until schools reopen.

Amendments to 2020/21 Expanded Learning Contracts	
Boys & Girls Club of Greater Sacramento SA21-00132 Site: Ethel I. Baker Hub Opened: 10/29/20	Original Contract Amount \$234,614 Increase from CARES Funds \$89,409 New Total \$324,023
Center for Fathers and Families SA21-00125 Site: H.W. Harkness Hub Opened: 10/8/20	Original Contract Amount \$507,788 Increase from CARES Funds \$58,819 New Total \$566,607
City of Sacramento SA21-00144 Site: Sam Brannan Opened: 10/8/20	Original Contract Amount \$150,925 Increase from CARES Funds \$42,825 New Total \$193,750
Leaders of Tomorrow SA21-00140 Site: Isador Cohen Opened: 10/8/20	Original Contract Amount \$291,413 Increase from CARES Funds \$21,040 New Total \$312,453
Sacramento Chinese Community Service Center SA21-00120 Sites: Bowling Green, John Cabrillo, Martin Luther King, Jr. Opened: 10/8/20	Original Contract Amount \$5,042,107 Increase from CARES Funds \$244,955 New Total \$5,287,062

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Abraham Lincoln, Albert Einstein, Cesar Chavez and John Cabrillo	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	STATUS: The District has 65 laptop and desktop computers, 43 monitors, eight printers and a number of keyboards that have been determined to be obsolete and/or not repairable.
Salvage	

RECOMMENDATION: It is recommended that the Board of Education approve the disposal of the listed items per Education Code section 17546.

SITE/DEPT	ITEM
Facilities Maintenance & Operations	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17545 provides that the governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. The District may choose to conduct any sale of personal property authorized under this section by means of a public auction.
TOTAL VALUE	STATUS: The District has vehicles and equipment, as listed below, that cannot be repaired and are unusable.
Grounds Equip.: \$3,000.00	
Shop Equip.: \$2,500.00	Grounds Equipment: Clark Forklift, Jacobsen Mower, Ditch Witch & Trailer, Towmaster Tilt Trailer (2), Mower Attachment, Jacobsen Trailer
Vehicles: \$3,000.00	Shop Equipment: Sandblaster, Trencher, Pressure Washer (2), Sheet Metal Roller, Sheet Metal Shear (2), Band Saw, Router Table, Jigsaw, Drill Press, Drill Bit Sharpener, Hand Drills (5),
DISPOSAL METHOD	Vehicles: 1998 Ford Ranger, 1999 Ford Ranger, 2005 Ford Ranger, 1999 Ford Econoline E250, 2005 Ford Econoline E250, 1996 Ford Van, 2000 Towmaster Tilt Trailer
Surplus/Auction	RECOMMENDATION: It is recommended that the Board of Education approve the sale of the listed items per Education Code section 17545.

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

RFP No. **20-0801, Nutrition Services – Food Catering Truck**

Bids Received: September 30, 2020

Recommendation: Award to Legion Food Trucks

Amount/Funding: \$185,509.40; No Kid Hungry Grant Funds

This Request for Proposal (RFP) was lawfully advertised on September 15, 2020 and September 22, 2020. Nutrition Services recommends award to Legion Food Trucks as the best value based on the criteria set forth in the RFP. This catering truck will be used to increase access to breakfast and lunch at secondary schools, the summer lunch program and at various community awareness functions. This award is made pursuant to California Government Code and Child Nutrition Reauthorization Act.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: **0139-417, H.W. Harkness Outdoor Learning Space Phase 3**

Bids received: September 24, 2020

Recommendation: Award to Takehara Landscape, Inc.

Funding Source: SIG Funds

BIDDER	BIDDER LOCATION	AMOUNT
Takehara Landscape, Inc.	Sacramento, CA	\$105,864
Saenz Landscape Construction Co.	Rancho Cordova, CA	\$117,956

Bid No: 0284-416, Lisbon Dry Rot / Roof Replacement

Bids received: October 15, 2020

Recommendation: Award to Roebbelen Contracting, Inc.

Funding Source: Measure Q Funds

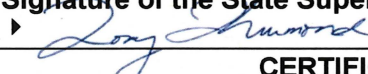

BIDDER	BIDDER LOCATION	AMOUNT
Roebbelen Contracting, Inc.	El Dorado Hills, CA	\$814,996
Flint Builders	Roseville, CA	\$964,500

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Landmark Modernization Contractors	American Legion Core Academic Renovation	9/30/20

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				CDE GRANT NUMBER		
				FY	PCA	Vendor Number
Attention Susan Lytle Gilmore, Director				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Program Office Adult Center and Career and Education Center				Resource Code	Revenue Object Code	34
Telephone 916-395-5788				Multiple	8290	INDEX
Name of Grant Program Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243						615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$157,123		\$157,123		July 1, 2020	June 30, 2021
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.002A	V002A200005	Adult Education and Family Literacy Act			U.S. Department of Education	
I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program.						
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.						
Please return the original, signed Grant Award Notification (AO-400) to:						
Janet Morrison, Associate Governmental Program Analyst Adult Education Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901						
California Department of Education Contact Janet Morrison				Job Title Associate Governmental Program Analyst		
E-mail Address jamorris@cde.ca.gov					Telephone 916-323-6045	
Signature of the State Superintendent of Public Instruction or Designee 					Date September 25, 2020	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
E-mail Address					Telephone	
Signature 					Date	

Grant Award Notification (Continued)

SECTION 225

Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	38	3940	13971	0	\$365	\$0
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	38	3940	13971	0	\$550	\$0
SECTION 225 TOTAL						\$0

SECTION 231

Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	39	3905	14508	325	\$365	\$118,625
English Literacy and Civics Education (ELCE) • Citizenship Preparation • Civic Participation	39	3905	14508	181	\$90	\$16,290
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	41	3913	13978	16	\$550	\$8,800
SECTION 231 TOTAL						\$143,715

SECTION 243

Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Integrated English Literacy and Civics Education (IELCE)	42	3926	14109	24	\$112	\$2,688
Integrated English Literacy and Civics Education (IELCE) with Integrated Education and Training (IET)	42	3926	14109	67	\$160	\$10,720
SECTION 243 TOTAL						\$13,408

TOTAL GRANT						\$157,123
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Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Jorge A. Aguilar, Superintendent

Rose Ramos, Chief Business Officer

MASTER AGREEMENT
for
ARCHITECTURAL SERVICES
with
PBK ARCHITECTS, INC.

November 5, 2020

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS.....2

ARTICLE 2: RETENTION OF ARCHITECT: STANDARD OF CARE.....3

ARTICLE 3: DESCRIPTION OF PROJECT.....3

ARTICLE 4: COMPENSATION4

ARTICLE 5: BASIC SERVICES TO BE RENDERED BY ARCHITECT6

ARTICLE 6: ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT 17

ARTICLE 7: RESPONSIBILITIES OF DISTRICT..... 18

ARTICLE 8: PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE..... 18

ARTICLE 9: WORKER’S COMPENSATION INSURANCE.....20

ARTICLE 10: PROFESSIONAL LIABILITY INSURANCE 20

ARTICLE 11: COMPLIANCE WITH LAWS.....22

ARTICLE 12: TERMINATION OF AGREEMENT.....22

ARTICLE 13: ARCHITECT AN INDEPENDENT CONTRACTOR..... 23

ARTICLE 14: STANDARDIZED MANUFACTURED ITEMS.....23

ARTICLE 15: OWNERSHIP OF DOCUMENTS.....24

ARTICLE 16: LICENSING OF INTELLECTUAL PROPERTY.....24

ARTICLE 17: ACCOUNTING RECORDS OF ARCHITECT.....25

ARTICLE 18: INDEMNITY.....25

ARTICLE 19: TIME SCHEDULE.....26

ARTICLE 20: MISCELLANEOUS PROVISIONS26

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and PBK Architects, Inc. (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

In consideration of the covenants and conditions contained in this Master Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 **Additional Services:** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.
- 1.2 **Agreement:** "Agreement" shall mean this Master Agreement for Architectural Services.
- 1.3 **Architect:** "Architect" shall mean PBK Architects, Inc., and its officers, shareholders, owners, partners, employees, agents and authorized representatives.
- 1.4 **Basic Services:** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.
- 1.5 **Contract Documents:** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, the Project Authorization Form attached hereto as Exhibit A, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.6 **Contractor:** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.7 **District:** "District" shall mean the Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

- 1.8 **Project:** "Project" shall mean the work of improvement described in Article 3 and the in the "Project Authorization" form attached as Exhibit A, and construction thereof, including the Architect's services thereon, as described in this Master Agreement.
- 1.9 **Project Construction Cost:** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Master Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.
- 1.10 **Wrongful Acts or Omissions:** "Wrongful Acts or Omissions" shall mean Architect's acts, errors, or omissions in breach of this Master Agreement, the applicable standard of care, or law.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

- 2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with a mutually acceptable project schedule as set forth in each Project Authorization Form. The project schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The project schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect's reasonable control.

All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are licensed and qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA") that are in effect as of the date of this Master Agreement. Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3

DESCRIPTION OF PROJECT

- 3.1 The Project concerning which such architectural services shall be provided is described in the Project Authorization Form, issued for each individual project, attached hereto as Exhibit A.

ARTICLE 4

COMPENSATION

4.1 Basic Services

4.1.1 For all "Basic Services" satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization form attached hereto as Exhibit A. This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	10%
Contract Documents Phase (50%)	15%
Contract Documents Phase (100%)	15%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	25%
Close Out Phase	5%
<hr/>	
TOTAL BASIC COMPENSATION	100%

4.2 Additional Services

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.3 Reimbursable Expenses

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

- 4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed and specify to which phase of the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.
- 4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor; and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

- 4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.
- 4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 **General**

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the

standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a list of employees who will be dedicated to delivering the project on time and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

5.2 **Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be retained or employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.

5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this

Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor

plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and

Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This project will not be delivered utilizing Construction Management, Multi Prime.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.6 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both CAD and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package. However, Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to supervise, coordinate, and manage the compliance of the DSA Construction Oversight Process. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC); (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of

record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements and as requested by the District, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall provide certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.2.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the American Arbitration Association ("AAA") in Sacramento, California.

5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.24 Architect shall make reasonable professional efforts to ensure that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at Architect's own cost.

Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 **Close Out Phase**

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

5.9 **Use of Previously Prepared Materials**

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

- 6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.
- 6.2 The following is a list of services that are not included in the Basic Services to be provided under this Master Agreement, and will be performed only in accordance with Article 6.1, above:
- 6.2.1 Providing financial feasibility or other special studies;
 - 6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
 - 6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;
 - 6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;
 - 6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;
 - 6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
 - 6.2.7 Providing services made necessary by the default of the Contractor;
 - 6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;
 - 6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;
 - 6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;
 - 6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.

6.2.13 As part of the close-out process, assist the District in updating the Facilities Master Plan database once project has been completed.

ARTICLE 7

RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;
- 7.3 Furnish, at the District's expense, the services of a Project Inspector;
- 7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors through the Architect;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

ARTICLE 8

GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the

District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.

- 8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions (exclusive of design professional liability), and automobile liability (owned, non-owned, and hired) coverages. Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).
- 8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.
- 8.4 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.
- 8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

- 8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 8.8 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 8.9 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9

WORKER'S COMPENSATION INSURANCE

- 9.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10

PROFESSIONAL LIABILITY INSURANCE

- 10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than Seventy Five Thousand Dollars (\$75,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect

agrees that the plans may be submitted for bid or bid consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

- 10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.
- 10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously through the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policies which will be in effect during the requested additional period of time.
- 10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 10.9 Insurance companies providing the above policies shall be legally authorized, licensed, and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 10.10 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11

COMPLIANCE WITH LAWS

- 11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

- 12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

- 12.2 **Termination by Architect.** For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the

date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 **Miscellaneous Provisions**

12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

- 15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.
- 15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

- 16.1 This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.
- 16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising

out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

- 16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

- 17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18

INDEMNITY

- 18.1 **Architect Indemnification**

To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. Architect's obligation for the costs of defense of such claims shall be limited to the Architect's proportionate share of liability in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's business. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 **District Indemnification for Use of Third Party Materials**

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

ARTICLE 19

TIME SCHEDULE

19.1 **Time for Completion**

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

19.2 **Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the School District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

<p>DISTRICT:</p> <p>Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47th Avenue Sacramento CA 95824</p>	<p>ARCHITECT:</p> <p>PBK Architects, Inc. Attn: Gary J. Gery, AIA 2520 Venture Oaks Way Ste 440 Sacramento, CA 95833</p>
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- 20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- 20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.
- 20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.
- 20.9 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 20.10 If any provision of this Agreement shall be held invalid or render unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Gary J. Gery, AIA
Principal in Charge

Date: _____

Date: _____



PROJECT AUTHORIZATION FORM

_____ (Project)

Date: _____

Pursuant to the Master Architect Agreement dated _____, _____ between _____ (name of firm) and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

[INSERT PROJECT DESCRIPTION]

B. Compensation

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

Hourly Rate/Not to Exceed

Architect shall be compensated according to its hourly rate schedule set forth in Attachment Two. Architect's total compensation for its Basic Services shall not exceed _____. Architect acknowledges that the not-to-exceed price for Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Flat Fee

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

Percentage of Construction Cost

Architect shall be compensated no more than _____ percent (___%) [can include sliding scale percentages] of the final adjusted Project Construction Cost for the Project. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, excluding any increase made at such time as bids are received to make the Project

Construction Cost equal to the construction contract amount, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

C. Reimbursable Expenses

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

D. Asbestos

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

E. Section 8.2

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

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

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Gary J. Gery, AIA
Principal in Charge

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT

SAMPLE

Attachment Two to Project Authorization

HOURLY RATE / FEE SCHEDULE

SAMPLE



PROJECT AUTHORIZATION FORM

COVID-19 READINESS ASSESSMENT AND PREPAREDNESS PROGRAM

Date: November 5, 2020

Pursuant to the Master Architect Agreement dated November 5, 2020 between PBK Architects, Inc. and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of providing site assessments, including the Architect's services as follows:

Architect's approach to the project will include:

1. Identifying up to five sample sites and walk sites for initial assessments of typical classrooms and sites.
2. Creating typical classroom plans for various grade levels and room sizes (12 total anticipated); typical site entry plan; typical restroom plan; and typical site circulation plan.
3. District shall use typical drawings and information to ready sites prior to assessment walks.
4. Architect's team to walk all 83 sites to verify readiness and tag/inventory excess furniture for moving and storage and provide evaluation of HVAC systems.
5. Architect to produce and deliver walk checklists to District for their final adjustments at sites for readiness by District.
6. Upon consultation with District, Architect may re-walk sites to verify completion and do a final sign-off as an additional service.

Program Components and Scope of Services

A. Facilities Assessment/HVAC

1. Review District-completed work orders for HVAC filter changes and outside air modifications with District staff.
2. General walk of rooms to do a visual review of systems and verify operation in heat and cool mode. Review of one to two units on roof or attic.
3. Recommend and identify placement locations for indoor air purification machine.
4. Conduct indoor air quality testing at select spaces of 4 to 6 per campus where HEPA/MERV filters are in place.
5. Advise District staff on how to conduct plumbing fixture purge/flush, if needed.
6. Verify operations of plumbing fixtures, such as faucets and sinks.

B. Space Planning

1. Develop checklists for on-site review at each campus and District facility.
2. Checklist items shall include: desk spacing; classroom circulation, site and classroom signage, wayfinding, sanitizer stations, cleaning supplies and PPE, check-in station, social

distancing signage and protocol, HVAC and ventilation compliance, restroom protocol and guideline compliance, occupancy signage and other key measures, along with notes and photographs.

3. Upon consultation with the District and initial reviews of each school category (up to 5 sites anticipated), Architect shall develop typical classroom layouts for various types of rooms and grades based on District loading criteria. A total of 12 typical classroom layouts across all grade levels will be provided.

C. **Signage and Wayfinding/Asset Management**

1. Architect will review District provided signage in classrooms, support spaces and across the site, including wayfinding signage, and provide recommendations for additional signage as needed.
2. Architect will review placement of plexiglass, as well as recommendations for installation of additional plexiglass screens.
3. Architect will identify excess furniture in classrooms, tagging and inventory control system. Architect will assist District with securing, moving and storing of furniture and equipment, as needed.
4. This work is to be done in conjunction with work noted in component B, during walks at each of the 83 sites.

B. Compensation

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

Flat Fee

Architect shall be compensated Four Hundred Ninety-Seven Thousand, Five Hundred Dollars (\$497,500) for the Additional Services under this Master Agreement. Architect acknowledges that the flat fee price for the Additional Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Additional Services.

C. Reimbursable Expenses

Reimbursable expenses are included in the flat fee.

D. Asbestos

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

E. Section 8.2

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

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

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Gary J. Gery, AIA
Principal in Charge

Date: _____

Date: _____

Zac Dillow
Johnson Controls Inc.
 103 Woodmere Rd. Suite 110
 Folsom, CA 95630



Date: 8/28/2020
 To: Jeff Winn at SCUSD

Phone: 916-294-8851
 FAX: 916-294-8889
 E-mail: Zachary.J.Dillow@jci.com

Project Name: UVDI VPAC for Classrooms
 Terms: JCI Standard Terms and Conditions. See Attached

PROPOSAL

QTY	MARK NO.	MODEL NO.	DESCRIPTION	NET	EXTENSION
6000	1	V-PAC SC	Self Contrailed Air purfier with UV-C Bulb	\$688.00	\$4,128,000.00
6000	2	Replace Parts	UV-C Lamp/Filter set (Lamp, pre-filter, 0.3 micron HE filter)	\$123.00	\$738,000.00
18000	3	Replace Parts	Spare Pre-Filter	\$38.00	\$684,000.00

SUBTOTAL: \$5,550,000.00
FREIGHT: \$112,500.00
TOTAL: \$5,662,500.00

NOTES:

Priced in accordance with Sourcewell (Formerly NJPA) Contract 030817-JH
Material only sale - no startup is included
Warranty is direct with the manufacture per the manufactures standard warranty. No special warranty included.
Purchase subject to the JCI Standard Terms and Conditions attached with the additions below:
 1. Once the order is placed at the factory. It cannot be canceled for any reason.
 2. Due to the large nature of the order JCI will require 20% of the PO value prepayment to source material.

8.75% Tax: \$485,625.00
Total with Tax: \$6,148,125.00

Tax is NOT included in this Proposal and will be added if applicable.

WE PROPOSE hereby to furnish material-complete in accordance with the above listing.
 Authorized
 Signature _____

Zac Dillow

These Prices are valid for not more than THIRTY (30) days from the date of the Proposal unless noted otherwise.

ACCEPTANCE OF PROPOSAL The above prices and conditions are satisfactory and hereby accepted.

Authorized
 Signature _____
 Date of Acceptance _____

Standard Terms and Conditions – U.S.A.

References to “products”, “equipment” or “services” herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

(1) AGREEMENT AND LIMITATIONS. Buyer accepts these Standard Terms and Conditions by signing and returning Seller’s Quotation, by sending a purchase order in response to the Quotation, or Buyer’s instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer’s acceptance, Seller’s Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller’s authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller’s Quotation. Neither Seller’s subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) TERMINATION OR MODIFICATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Prices for products covered by any sale contract may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller’s cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller’s applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer’s default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller’s sole discretion.

(4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities. Pricing for products and parts covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Seller shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the “Warranty Period”) unless such Warranty Period is modified by Seller’s proposal. If Seller installs or furnishes third-party product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer’s warranty, Seller will transfer the benefits together with all limitations of that manufacturer’s warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller’s specifications, or (vii) if Seller’s serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration, Buyer must notify Seller in writing of its warranty claim prior to expiration of the Warranty Period to obtain for instructions on warranty procedures. Seller’s sole obligation for breach of this warranty shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller’s property. Any changes/extension to the Warranty Period that may be required due to project delays or slippage will be mutually agreed upon in writing by the parties and may require contract modifications to incorporate additional warranty products to accommodate such change/extension. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller’s instructions and at Seller’s expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller’s obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates be liable for their respective personnel, supplies and vendors (“JCI Parties”) be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

(8) PATENTS. Seller shall defend at its own any action against Buyer brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights, or misappropriates any trade secrets of a third party (“Claim”, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller’s expense (except for Buyer’s employees’ time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer’s use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys’ fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller’s indemnity obligation herein.

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator’s award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller’s reasonable collection costs (including legal fees and expenses).

(11) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products (“Software”) offered under these terms shall be subject to, and governed by, Seller’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(12) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller’s Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment’s health, performance or potential malfunction. **If Buyer’s equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer’s Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer’s equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device (“Gateway Device”) owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer’s applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service’s mobile or web app. Any Gateway Devices provided hereunder shall remain Seller’s property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller’s then-current standard applicable contract regular time and/or overtime rate for services performed by the service

representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(13) MISCELLANEOUS

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) **BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) **FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) **ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

SERVICES AGREEMENT

Date: November 5, 2020 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide the services as described in Exhibit A ("Services") at John Sloat Elementary School during the 2020/2021 school year.

ARTICLE 2. TERM.

This Agreement shall commence on August 1, 2020, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$1,500 per day of services as may be requested by District, not to exceed a maximum of 67 days of service. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Three Thousand Dollars (\$103,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Marcy Stroble, Office Manager, John Sloat Elementary School, at marcist@scusd.edu with a copy to invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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. 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 9. 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 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Conditions for Learning
Attn: Jason Knighton
3683 El Segundo Ave
Davis, CA 95618

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in



the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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**

CONDITIONS FOR LEARNING

By: _____
Rose Ramos
Chief Business Officer

By: 
Jason Knighton
Chief Executive Officer

Date

10/25/20

Date

Conditions For Learning: A Proposal for Services

Submitted to: Angela Novotny, Principal, John Sloat Elementary and Olga Simms, Instructional Superintendent, Sacramento City Unified School District

Submitted by: Jason Knighton, Conditions For Learning

Conditions For Learning is an educational organization helping educators create classroom environments where students are responsible, respectful, and have a vested interest in learning and working together. Conditions For Learning will provide professional development and on-site training at John Sloat Elementary to support teachers in implementing strategies that develop engaging classroom instruction.

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

Mission: Conditions For Learning will support John Sloat Elementary educators in aligning the John Sloat 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 John Sloat educators and stakeholders will:

- **Improve student achievement** in English Language Arts through job embedded grade level curriculum planning, in-class coaching, and student work analysis through the utilization of **Professional Learning Community** collaboration practices.
- **Improve student achievement** in ELA and science through the creation and implementation of standards based **Units of Study** integrating curriculum in language arts, science, technology and social studies.
- Support Small Group interventions and instruction to support literacy outcomes— **through Formative Assessment - Words Their Way, Monthly Writing Samples, Guided Reading and Literature Circles.**
- Promote English Language Acquisition and Development through academic vocabulary instruction and (2) authentic exhibitions/presentations – **through Units Of Study and Project Based Learning.**

Dates	Description	Days/Cost	Total
August 2020-June 2021	On-site and Virtual Training, Collaborative Planning, and In-class Support for: <ul style="list-style-type: none"> • Instructional Practices Coaching • Structuring Interaction, Reciprocal Teaching, Formative Assessment and Differentiation • Development and Implementation of Standards Based Units Of Study and Project Based Learning 	67 days \$1,500 each	\$103,000

Respectfully submitted,

Jason Knighton
 Founder & Educator
 Conditions For Learning

MEMORANDUM OF UNDERSTANDING

Agreement #21005
2020-2021

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "**SCOE**," and **Sacramento City Unified School District** for John Still K-8 School, hereinafter referred to as "**District**."

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **District** in regard to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOE.

A. SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:

Tamara Wilson

(916) 228-2350

twilson@scoe.net

Services provided by:

Christine Anderson / Alison McKeeman Rice

(916) 228-2634/ (916) 228-2613

canderson@scoe.net / amckeemanrice@scoe.net

2. Provide the following service:

Site-based support for teaching ELA/ELD. Support to include: training, lesson study, coaching, and facilitation of pacing and assessment plans. See Exhibit A, for schedule and details, which is attached hereto and incorporated by reference.

Location of the service

John Still K-8 School

2200 and 2250 John Still Drive

Sacramento, CA 95832

3. SCOE will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
4. Provide an evaluation of services.
5. Provide training materials. Any and all training material are the exclusive property of SCOE. **District** and its agents must obtain written permission from SCOE before it disseminates, markets, or otherwise uses the training materials.
6. Invoice **District** within 30 days of execution of this MOU:
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

B. School agrees to:

1. Provide a primary contact person for all work under this MOU.
Reginald Brown, Principal Joanna Evans, Site Instruction Coordinator
reginald-brown@scusd.edu joanna-evans@scusd.edu
2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility for training.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).

C. Fiscal: District agrees to pay SCOE \$98,400 within 60 days of invoicing.

D. General Provisions

1. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
2. **Independent Agents.** This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
4. **Insurance.** All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.


MEMORANDUM OF UNDERSTANDING, Agreement #21005

5. **Entire Agreement.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education
Brent Malicote
Assistant Superintendent, Educational Services

Sacramento City Unified School District
Rose Ramos
Chief Business Officer



Signature Date

Signature Date



Director Approval Date

**Exhibit A
John Still K-8 School
2020-2021 School Year**

Note: Dates, times, and content is tentative and may be adjusted to better meet the needs of the client.

Support for Kinder- Grade 6 Teachers

Support provided by Alison McKeeman Rice, SCOE

Preservice Days (Gr. K-6): Professional Development

Date	Support Description	Attendance		Notes
		T	A	
Full staff professional learning for all Kinder through 6 th Grade teachers				
August 26 8:00-11:00 12:00-3:00	AM: Gr. 4 PM: Gr. 5/6 Topics: <ul style="list-style-type: none"> ○ Collaboratively determine grade-level support needs (SIPPS and/or Benchmark training and coaching) ○ Refine schedules (Yearlong pacing schedules, what worked, make adjustments; Daily instructional schedules, including ELD instructional block, SIPPS instruction-ideas for Tier 1 instruction (consider whole class option for sustainability after SIG) ○ Getting Started - Planning ○ Assessment Discussion- (what assessments will we administer, how often? How do we collect the data?) ○ SIPPS Discussion- Getting Started- Placement, implementing Whole Class Extension Review Lessons prior to administering placement assessments ○ SIPPS Topics: Instructional Routines; Correction Procedures; Scope and Sequence and showing how the lessons build upon each other; using mastery assessments to guide instruction with use of the review decks to get mastery 	9	4	<u>Required:</u> Principal, Assistant Principal, Joanna, Gr. 3-6 Resource Teacher to attend with assigned grade levels, all grade level teachers
August 27 8:00-11:00 12:00-3:00	AM: Gr. K PM: Gr. 1 Topics: <ul style="list-style-type: none"> ○ Collaboratively determine grade-level support needs (SIPPS and/or Benchmark training and coaching) 	8	4	<u>Required:</u> Principal, Assistant Principal, Joanna, Gr. K-2 Resource Teacher to attend with assigned grade levels, all grade level teachers

	<ul style="list-style-type: none"> ○ K-2 focus on foundational skills and SIPPS implementation ○ Refine schedules (Yearlong pacing schedules, what worked, make adjustments; Daily instructional schedules, including ELD instructional block, SIPPS instruction-ideas for Tier 1 instruction (consider whole class option for sustainability after SIG) ○ Getting Started - Planning ○ Assessment Discussion- (what assessments will we administer, how often? How do we collect the data?) ○ SIPPS Discussion- Getting Started- Placement, implementing Whole Class Extension Review Lessons prior to administering placement assessments ○ SIPPS Topics: Instructional Routines; Correction Procedures; Scope and Sequence and showing how the lessons build upon each other; using mastery assessments to guide instruction with use of the review decks to get mastery ○ Extra lessons of phonological awareness, in addition to SIPPS instruction starting at the beginning of the year in K, 1, possibly 2. 			
<p>August 28</p> <p>8:00-11:00</p> <p>12:00-3:00</p>	<p>AM: Gr. 2</p> <p>PM: Gr. 3</p> <p>Topics: See Gr. K-1 and 5-6 above</p>	8	4	<p><u>Required:</u> Principal, Assistant Principal, Joanna, Gr. K-2 or Gr. 3-6 Resource Teacher to attend with assigned grade levels, all grade level teachers</p>

Benchmark and/or SIPPS Site-Based Support Days (Gr. K-6)

- Includes planning, focus on instructional routines and correction procedures, and coaching.
- Gr. K-2 or Gr. 3-6 Resource Teacher to attend with assigned grade levels.

Note: Site will provide substitutes for teacher release as needed for site-based support days.

Date	Support Description	Attendance			Notes
		T	C	A	
Cycle #1					
9/15/2020	Kinder Planning (includes prerequisites for SIPPS and Benchmark)	4	1	3	<p>3 subs or # of subs needed to cover AM and PM kindergarten classes</p> <p><u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher</p> <p><u>Recommended:</u></p>

MEMORANDUM OF UNDERSTANDING, Agreement #21005

					Principal, Assistant Principal and Joanna
9/17/2020	Kinder Coaching/Teaching (co-teaching or observing)	4	1	3	AM/PM covers for debrief
9/22/2020	AM: Gr. 1 planning PM: Gr. 2 planning	8	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
9/24/2020	Gr. 1 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
9/25/2020	Gr. 2 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
9/29/2020	AM: Gr. 3 planning PM: Gr. 4 planning	8	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
9/30/2020	Gr. 3 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
10/1/2020	Gr. 4 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
10/20/2020	AM: Gr. 5 planning PM: Gr. 6 planning	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
10/22/2020	Gr. 5 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u>

MEMORANDUM OF UNDERSTANDING, Agreement #21005

					Administrators are the Principal, Assistant Principal and Joanna
10/23/2020	Gr. 6 Coaching/Teaching	1	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
11/5/2020	Walk-through and Debrief with Site Administrator and Leadership Team	All K-2	1-2	3	<u>Required:</u> Principal, Assistant Principal, Joanna, Resource Teachers (Both)
12/10/2020	Walk-through and Debrief with Site Administrator and Leadership Team	All 3-6	1-2	3	Site Administrator *Principal *Vice Principal *Joanna *Resource Teachers
Cycle #2					
1/12/2021	Kinder Planning	4	1	3	3 subs or # of subs needed to cover AM and PM kindergarten classes <u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
1/14/2021	Kinder Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Administrators are the Principal; Assistant Principal and Joanna
1/20/2021	AM: Gr. 1 planning PM: Gr. 2 planning	8	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
1/21/2021	Gr. 1 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
1/22/2021	Gr. 2 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u>

MEMORANDUM OF UNDERSTANDING, Agreement #21005

					Principal, Assistant Principal and Joanna
1/26/2021	AM: Gr. 3 planning PM: Gr. 4 planning	8	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
1/28/2021	Gr. 3 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
1/29/2021	Gr. 4 Coaching/Teaching	4	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
2/2/2021	AM: Gr. 5 planning PM: Gr. 6 planning	5	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
2/3/2021	Gr. 5 Coaching/Teaching				<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
2/4/2021	Gr. 6 Coaching/Teaching	1	1	3	<u>Required:</u> All grade level teachers, 1 Coach is the Resource Teacher <u>Recommended:</u> Principal, Assistant Principal and Joanna
3/4/2021	Walk-through and Debrief with Site Administrator and Leadership Team	All K- 2	1-2	3	Site Administrator *Principal *Vice Principal *Joanna *Resource Teachers
4/15/2021	Walk-through and Debrief with Site Administrator and Leadership Team	All 3- 6	1-2	3	Site Administrator *Principal *Vice Principal *Joanna *Resource Teachers

Support for 7th and 8th Grade Teachers

Support provided by Christine Anderson, SCOE

Note: Site will provide substitutes for teacher release as needed for site-based support days.

Three Groupings

1. All 7th-8th Teachers
2. Science and HSS Teachers
3. ELA Teachers
4. Humanities/ELD Teachers

Date	Support Description	Attendance		Notes
		T	A	
Full staff professional learning for all 7 th and 8 th teachers				
10/22/2020 1:30-2:30	Focus during school year <ul style="list-style-type: none"> • English Learners • Language Objectives • Teacher Clarity - Learning Intentions and Success Criteria 	13	2	
Oct/Nov 8:00-2:30	Walk-through and debrief with site administrators	11	2	<u>Required:</u> Site Administrator *Principal *Vice Principal *Joanna
11/19/2020 1:30-2:30	Focus during school year <ul style="list-style-type: none"> • English Learners • Language Objectives • Teacher Clarity – Learning Intentions and Success Criteria 	13	2	
January 8:00-2:30	Walk-through and debrief with site administrators	11	2	<u>Required:</u> Site Administrator *Principal *Vice Principal *Joanna
2/18/2021 1:30-2:30	Focus during school year <ul style="list-style-type: none"> • English Learners • Language Objectives • Teacher Clarity - Learning Intentions and Success Criteria 	13	2	
Instructional support and classroom coaching for science and history teachers				
Focus for the school year <ul style="list-style-type: none"> ▪ English Learners ▪ Language Objectives ▪ Teacher Clarity - Learning Intentions and Success Criteria ▪ Data-driven Instruction Three cycles <ul style="list-style-type: none"> ▪ Professional learning and lesson refinement ▪ Classroom coaching 				
Planning Day 8/28/2020 8:00-2:30	Program support and implementation Focus: <ul style="list-style-type: none"> ▪ Program implementation 	3		

MEMORANDUM OF UNDERSTANDING, Agreement #21005

	<ul style="list-style-type: none"> ▪ Determine pacing and benchmark assessments for the year ▪ ELD and language objectives <p>Considerations: Applying lessons learned during distance learning and previous implementation of program</p>			
Cycle #1 10/7/2020 8:00-11:00	Professional learning and lesson refinement	3		Sub for each teacher
Cycle #1 10/13/20 8:00-2:30	Classroom coaching and debrief	3		
Cycle #2 12/1/2020 8:00-11:00	Professional learning and lesson refinement	3		Sub for each teacher
Cycle #2 12/8/2020 8:00-2:30	Classroom coaching and debrief	3		
Cycle #3 2/24/2021 8:00-11:00	Professional learning and lesson refinement	3		Sub for each teacher
Cycle #3 3/3/2021 8:00-2:30	Classroom coaching and debrief	3		
April/May 8:00-11:00	Planning for 2020-2021	3		
<p>Instructional support and classroom coaching for English language arts teachers</p> <p>Focus for the school year</p> <ul style="list-style-type: none"> ▪ Program implementation - MyPerspectives ▪ ELD instruction and language objectives ▪ Teacher Clarity - Learning Intentions and Success Criteria ▪ Data-driven instruction <p>Lesson Study - three cycles</p> <ul style="list-style-type: none"> ▪ At the beginning of each trimester (coincides with start of a unit) <p>Data Analysis - two cycles</p> <ul style="list-style-type: none"> ▪ Early Oct (two department identified IABs, CAASPP, writing assessment) ▪ Early Feb (second admin of same two IABs from beginning of year and additional IABs) <p>Classroom coaching - four cycles</p>				

MEMORANDUM OF UNDERSTANDING, Agreement #21005

<p>Planning Day 8/26/2020</p> <p>8:00-2:30</p>	<p>Program support and MyPerspectives implementation Focus:</p> <ul style="list-style-type: none"> ▪ Program implementation ▪ Determine pacing and benchmark assessments for the year ▪ ELD and language objectives <p>Considerations:</p> <ul style="list-style-type: none"> ▪ Applying lessons learned during distance learning and previous implementation of program 	3		
<p>Lesson Study Cycle #1 9/14/2020</p> <p>8:00-2:30</p>	<p>Trimester 1 begins Sept 1 Lesson study – planning day Plan lesson together</p>	3		3 subs needed
<p>Lesson Study Cycle #1 9/16/2020</p> <p>8:00-2:30</p>	<p>Lesson study – teach day Each teacher “teach” the lesson; debrief and refine lesson after each “teach”</p>	3		2-3 subs needed
<p>Coaching Day #1 9/23/2020</p> <p>8:00-2:30</p>	<p>Classroom coaching and debrief</p>	3		
<p>Data Analysis Day #1 10/9/2020</p> <p>8:00-2:30</p>	<p>Data Analysis of</p> <ul style="list-style-type: none"> • 2 department identified IABs <ul style="list-style-type: none"> ○ 7th: Info OR Literary Text; Language and Vocabulary ○ 8th: Info OR Literary Text; Edit and Revise • CAASPP • MyPerspectives writing prompt used as writing assessment (Quick Write on p.9) 	3		3 subs needed
<p>Coaching Day #2 10/14/2020</p> <p>8:00-2:30</p>	<p>Classroom coaching and debrief</p>	3		
<p>Cycle #2 12/7/2020</p> <p>8:00-2:30</p>	<p>Trimester 2 begins approx. Nov 30 Lesson study – planning day Plan lesson together</p>	3		3 subs needed
<p>Cycle #2 12/9/2020</p> <p>8:00-2:30</p>	<p>Lesson study – teaching day Each teacher “teach” the lesson; debrief and refine lesson after each “teach”</p>	3		2-3 subs needed
<p>Coaching Day #3</p>	<p>Classroom coaching and debrief</p>	3		

MEMORANDUM OF UNDERSTANDING, Agreement #21005

1/27/2021				
8:00-2:30				
Data Analysis Day #2 2/9/2021 8:00-2:30	<p>Data Analysis of</p> <ul style="list-style-type: none"> • Second administration of 2 department identified IABs <ul style="list-style-type: none"> ○ 7th: Info OR Literary Text; Language and Vocabulary ○ 8th: Info OR Literary Text; Edit and Revise • All additional IABs 	3		3 subs needed
Cycle #3 3/22/2021 8:00-2:30	<p>Trimester 3 begins approximately March 15</p> <p>Lesson study – plan together</p> <p>Plan lesson together</p>	3		3 subs needed
Cycle #3 3/24/2021 8:00-2:30	<p>Lesson study – teach</p> <p>Each teacher “teach” the lesson; debrief and refine lesson after each “teach”</p>	3		2-3 subs needed
Coaching Day #4 3/31/2021 8:00-2:30	<p>Classroom coaching and debrief</p>	3		
May 8:00-2:30	<p>Planning for 2020-2021</p>	3		3 subs needed
<p>Instructional support and classroom coaching for Humanities/ELD teachers</p> <p>Focus for the school year</p> <ul style="list-style-type: none"> ▪ Program implementation – Inside, Program 4 ▪ ELD instruction and language objectives ▪ Teacher Clarity - Learning Intentions and Success Criteria ▪ Data-driven instruction <p>Three cycles</p> <ul style="list-style-type: none"> ▪ Professional learning and lesson refinement ▪ Classroom coaching 				
Planning Day 8/27/2020 8:00-2:30	<p>Program support and Inside, Program 4, implementation</p> <p>Focus:</p> <ul style="list-style-type: none"> ▪ Program implementation ▪ Determine pacing and benchmark assessments for the year ▪ ELD and language objectives <p>Considerations:</p> <p>Applying lessons learned during distance learning and previous implementation of program</p>	2		

MEMORANDUM OF UNDERSTANDING, Agreement #21005

<p>Cycle #1 10/6/2020 8:00-2:30</p>	<p>Classroom coaching (period 1) and debrief Professional learning and lesson refinement (Site using Inside, Program 4)</p>	<p>2</p>		<p>Sub for each teacher</p>
<p>Cycle #2 11/3/2020 8:00-2:30</p>	<p>Classroom coaching (period 1) and debrief Professional learning and lesson refinement</p>	<p>2</p>		<p>Sub for each teacher</p>
<p>Cycle #3 2/5/2021 8:00-2:30</p>	<p>Classroom coaching (period 1) and debrief Professional learning and lesson refinement</p>	<p>2</p>		<p>Sub for each teacher</p>
<p>May 8:00-2:30</p>	<p>Planning for 2020-2021</p>	<p>2</p>		<p>Sub for each teacher</p>

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Boys and Girls Club of Greater Sacramento

Amendment No. 1

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and Boys and Girls Club of Greater Sacramento (“BGC”), dated August 27, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse BGC for direct services not to exceed **\$324,023.12** which represents an increase of **\$89,409.46** to the agreement.

Program/Funding	School Name	Contract Amount	Number of Students	Target Days
ASES	Edward Kemble	\$112,741.47	N/A	180
ASES	Ethel I Baker	\$121,872.19	N/A	180
CARES Funding	Ethel I Baker	\$89,409.46	40	141

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

Rose Ramos
Chief Business Officer

Date

Boys and Girls Club of Greater Sacramento:

Kimberly Key
CEO

Date

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of BGC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
8. Help recruit students into the program and provide the program access to parents of participating students.
9. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
10. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
11. Provide Expanded Learning snack that is consistent with requirements of the USDA.
12. Help coordinate custodial and storage needs of the program.
13. Meet regularly with the District contact person, BGC site liaison and site administrator to identify program needs, successes and assistance.
14. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Boys and Girls Club of Greater Sacramento shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California’s Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. BGC’s Expanded Learning plan is attached to this Agreement and BGC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.

7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly BGC meetings, monthly BGC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside BGC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). BGC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

Learning Hubs: Scope of Services

District is responsible for supporting enrollment process, nutrition, health and safety guidance and training, facilities, guidance on air quality, Personal Protective Equipment (PPE), staff to address health and safety concerns, daily disinfecting/cleaning of classrooms and providing aides for students with special needs.

Boys and Girls Club of Greater Sacramento is responsible for providing staff for minimum of seven hours with a 10 to 1 students to staff ratio, implement health and wellness procedures, implement social distancing plan, supplies such as headphones, printer etc, enforce visitor policy, maintaining small cohorts of students, active screening of staff and students, troubleshoot technology issues for students, daily communication with parents/guardians, enrichment activities, outdoor play, and helping with synchronous and asynchronous learning.

Boys and Girls Club of Greater Sacramento staff will follow all CDPH & SCUSD Guidelines.

The Community Partner will provide the following services:

- Designate a staff person to respond to COVID concerns and liaison with the District contact for COVID; Health Services
- Train Staff, Campers and Families in the following protocols: Training In Collaboration with Health Services
 - Enhanced sanitation;
 - Teach and reinforce hand washing;
 - Avoiding contact with eyes, nose and mouth;
 - Covering coughs and sneezes;
 - Teach Campers to wash hands frequently, including before and after eating, after coughing or sneezing, after they share items, and after using the restroom;
 - Develop routines to regularly and appropriately wash hands at scheduled intervals;
 - Teach campers to use tissue and to cough into tissue or their elbow;
 - Use fragrance free Ethyl alcohol based sanitizer if soap is not available;
 - Limit hand sanitizer use for Campers under age 9 only under adult supervision;
 - Call 1-800-222-1222 for Poison Control if needed.
 - Limit use of playground equipment in favor of physical activities that require less contact with surfaces;
 - Clean and disinfect frequently touched surfaces as possible throughout the day by trained staff;
 - Frequently touched surfaces include:
 - Door handles;
 - Light switches;
 - Sink handles;
 - Bathroom surfaces;
 - Tables;
 - Ensure safe and correct storage and application of disinfectants.
 - Limit sharing of materials and access to other Camper property:
 - To the extent possible limit sharing of equipment, books, games, toys, supplies and other materials;
 - If sharing is allowed, proper cleaning and disinfecting between users;
 - Keep the Camper's belongings separated and individually labeled;
 - Ensure Camper belongings are taken home nightly;
 - Ensure adequate supplies to minimize sharing of high-touch materials (eg: art supplies, equipment);
 - Limit supplies to one cohort at a time;
 - Avoid sharing electronic devices.
 -
 - Ventilation: Open windows, play outside. Follow air quality guidance listed above.

- Social Distancing plan:
 - Limit number of Campers to maintain physical distancing;
 - Minimize contact between staff, families and Campers at beginning and ending of the day:
 - Designate a pick-up and drop-off location;
 - Campers will be picked up and dropped off at the car;
 - Parents/guardians will not exit the vehicle;
 - Use staggered arrival and drop off times.
 - Designate entry/exit routes to minimize the flow of foot and car traffic;
 - Use plexiglass panels as needed;
 - Ensure 6' between seating and desks.
 - Stagger breaks for employees to maintain social distancing.

- Visitors Policy
 - Non-essential visitors, volunteers and activities involving other cohorts are not allowed at this time;
 - No visitors allowed on site at this time;
 - Pick-up and drop-off in designated area
 - Campers will be picked-up/dropped-off

- Cohorts
 - Maintain small groups, in the same location;
 - Cohorts must be a consistent and fixed group of individuals.
 - no more than 16 individuals may be in a cohort (this includes any mix of adults and students).
 - Students and staff from other cohorts may not intermingle;
 - Activities will be redesigned, as needed, to maintain cohorts and social distancing.
 - 1:1 service providers may pull students from a cohort for identified services

- Use of face coverings
 - Follow the CDPH Guidelines for face coverings
 - children ages 2 and older must wear face covering unless otherwise indicated;
 - Teach and reinforce use of face coverings;
 - Teach and reinforce how to wear and clean face coverings;
 - Shields can be used instead of a face covering as long as the wearer has a cloth drape at the bottom of the shield and maintains social distancing;
 - Face covering should not be used on anyone who has trouble breathing, who is unconscious or incapacitated, or is unable to remove the covering without assistance.

- Social and Emotional Well-Being
 - The health and safety of our students is a top priority, including providing a comfortable, safe and welcoming environment.
 - Cohorts should be named with fun or welcoming names - having students name their group could also lend to group cohesion.

- A sense of agency and purpose helps students feel settled and calm - provide daily jobs that students can participate in to build community and cohesion
 - Form daily rituals and routines with students so their day is predictable and structured. Everyone thrives with clear expectations and structure.
 - While the physical space needs to meet health requirements, hang art work, colorful posters or other warm and welcoming greetings to help students feel comfortable.
 - Agree upon ways that students can greet each other and show support without physically touching hands or faces, such as a foot bump, head nod, hand wave, or other appropriate gesture.
 - Schedule time to check-in and identify feelings, with particular emphasis on feeling nervous or anxious about COVID and getting sick. Reach out for additional support for any students or families you are concerned about.
 - If a student expresses thoughts of hurting themselves or wanting to die, which may include verbal statements, written content, artistic expressions, social media postings, etc., immediately follow the 2020-2021 SCUSD Student Suicide Risk Assessment Procedures.”
- Student Health Needs
 - Ensure all staff know if students have specific health needs, such as medications they may take or specific allergies.
 - If medications will be dispensed during programming, staff must receive training on documenting and providing medication.
 - Students with medical conditions that may become life threatening will have an Emergency Care Plan (ECPs). Staff must print out these plans and be familiar with the action steps required in the event of an emergency.
 - Staff must be aware of how to identify an allergic reaction (anaphylaxis). They must know the location of the Epi-Pens on campus and be familiar with how to use them.
 - Staff must know the locations of the Automated External Defibrillator (AED) on campus and understand the basic instructions provided near the AED.

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Center for Fathers and Families

Amendment No. 1

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and Center for Fathers and Families (“CFF”), dated August 27, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse CFF for direct services not to exceed **\$566,607.44** which represents an increase of **\$58,819.20** to the agreement.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students	Target Days
ASES	Father Keith B. Kenny	\$140,360.55	N/A	180
ASES	H.W. Harkness	\$131,430.80	N/A	180
ASES	New Joseph Bonnheim	\$112,741.21	N/A	180
ASES	Oak Ridge	\$123,255.68	N/A	180
CARES Funding	H.W.Harkness	\$58,819.20	40	156

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

Rose Ramos
Chief Business Officer

Date

Center for Fathers and Families:

Rick Jennings
CEO

Date

Sacramento City Unified School District and Center for Fathers and Families:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of CFF to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
8. Help recruit students into the program and provide the program access to parents of participating students.
9. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
10. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
11. Provide Expanded Learning snack that is consistent with requirements of the USDA.
12. Help coordinate custodial and storage needs of the program.
13. Meet regularly with the District contact person, CFF site liaison and site administrator to identify program needs, successes and assistance.
14. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Center for Fathers and Families shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California’s Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. CFF’s Expanded Learning plan is attached to this Agreement and CFF will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.

7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly CFF meetings, monthly CFF Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside CFF contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). CFF will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

Learning Hubs: Scope of Services

District is responsible for supporting enrollment process, nutrition, health and safety guidance and training, facilities, guidance on air quality, Personal Protective Equipment (PPE), staff to address health and safety concerns, daily disinfecting/cleaning of classrooms and providing aides for students with special needs.

Center for Fathers and Families is responsible for providing staff for minimum of seven hours with a 10 to 1 students to staff ratio, implement health and wellness procedures, implement social distancing plan, supplies such as headphones, printer etc, enforce visitor policy, maintaining small cohorts of students, active screening of staff and students, troubleshoot technology issues for students, daily communication with parents/guardians, enrichment activities, outdoor play, and helping with synchronous and asynchronous learning.

Center for Fathers and Families staff will follow all CDPH & SCUSD Guidelines.

The Community Partner will provide the following services:

- Designate a staff person to respond to COVID concerns and liaison with the District contact for COVID; Health Services
- Train Staff, Campers and Families in the following protocols: Training In Collaboration with Health Services
 - Enhanced sanitation;
 - Teach and reinforce hand washing;
 - Avoiding contact with eyes, nose and mouth;
 - Covering coughs and sneezes;
 - Teach Campers to wash hands frequently, including before and after eating, after coughing or sneezing, after they share items, and after using the restroom;
 - Develop routines to regularly and appropriately wash hands at scheduled intervals;
 - Teach campers to use tissue and to cough into tissue or their elbow;
 - Use fragrance free Ethyl alcohol based sanitizer if soap is not available;
 - Limit hand sanitizer use for Campers under age 9 only under adult supervision;
 - Call 1-800-222-1222 for Poison Control if needed.
 - Limit use of playground equipment in favor of physical activities that require less contact with surfaces;
 - Clean and disinfect frequently touched surfaces as possible throughout the day by trained staff;
 - Frequently touched surfaces include:
 - Door handles;
 - Light switches;
 - Sink handles;
 - Bathroom surfaces;
 - Tables;
 - Ensure safe and correct storage and application of disinfectants.
 - Limit sharing of materials and access to other Camper property:
 - To the extent possible limit sharing of equipment, books, games, toys, supplies and other materials;
 - If sharing is allowed, proper cleaning and disinfecting between users;
 - Keep the Camper's belongings separated and individually labeled;
 - Ensure Camper belongings are taken home nightly;
 - Ensure adequate supplies to minimize sharing of high-touch materials (eg: art supplies, equipment);
 - Limit supplies to one cohort at a time;
 - Avoid sharing electronic devices.
 - Ventilation: Open windows, play outside. Follow air quality guidance listed above.

- Social Distancing plan:
 - Limit number of Campers to maintain physical distancing;
 - Minimize contact between staff, families and Campers at beginning and ending of the day:
 - Designate a pick-up and drop-off location;
 - Campers will be picked up and dropped off at the car;
 - Parents/guardians will not exit the vehicle;
 - Use staggered arrival and drop off times.
 - Designate entry/exit routes to minimize the flow of foot and car traffic;
 - Use plexiglass panels as needed;
 - Ensure 6' between seating and desks.
 - Stagger breaks for employees to maintain social distancing.

- Visitors Policy
 - Non-essential visitors, volunteers and activities involving other cohorts are not allowed at this time;
 - No visitors allowed on site at this time;
 - Pick-up and drop-off in designated area
 - Campers will be picked-up/dropped-off

- Cohorts
 - Maintain small groups, in the same location;
 - Cohorts must be a consistent and fixed group of individuals.
 - no more than 16 individuals may be in a cohort (this includes any mix of adults and students).
 - Students and staff from other cohorts may not intermingle;
 - Activities will be redesigned, as needed, to maintain cohorts and social distancing.
 - 1:1 service providers may pull students from a cohort for identified services

- Use of face coverings
 - Follow the CDPH Guidelines for face coverings
 - children ages 2 and older must wear face covering unless otherwise indicated;
 - Teach and reinforce use of face coverings;
 - Teach and reinforce how to wear and clean face coverings;
 - Shields can be used instead of a face covering as long as the wearer has a cloth drape at the bottom of the shield and maintains social distancing;
 - Face covering should not be used on anyone who has trouble breathing, who is unconscious or incapacitated, or is unable to remove the covering without assistance.

- Social and Emotional Well-Being
 - The health and safety of our students is a top priority, including providing a comfortable, safe and welcoming environment.
 - Cohorts should be named with fun or welcoming names - having students name their group could also lend to group cohesion.

- A sense of agency and purpose helps students feel settled and calm - provide daily jobs that students can participate in to build community and cohesion
 - Form daily rituals and routines with students so their day is predictable and structured. Everyone thrives with clear expectations and structure.
 - While the physical space needs to meet health requirements, hang art work, colorful posters or other warm and welcoming greetings to help students feel comfortable.
 - Agree upon ways that students can greet each other and show support without physically touching hands or faces, such as a foot bump, head nod, hand wave, or other appropriate gesture.
 - Schedule time to check-in and identify feelings, with particular emphasis on feeling nervous or anxious about COVID and getting sick. Reach out for additional support for any students or families you are concerned about.
 - If a student expresses thoughts of hurting themselves or wanting to die, which may include verbal statements, written content, artistic expressions, social media postings, etc., immediately follow the 2020-2021 SCUSD Student Suicide Risk Assessment Procedures.”
- Student Health Needs
 - Ensure all staff know if students have specific health needs, such as medications they may take or specific allergies.
 - If medications will be dispensed during programming, staff must receive training on documenting and providing medication.
 - Students with medical conditions that may become life threatening will have an Emergency Care Plan (ECPs). Staff must print out these plans and be familiar with the action steps required in the event of an emergency.
 - Staff must be aware of how to identify an allergic reaction (anaphylaxis). They must know the location of the Epi-Pens on campus and be familiar with how to use them.
 - Staff must know the locations of the Automated External Defibrillator (AED) on campus and understand the basic instructions provided near the AED.

AGREEMENT FOR SERVICES

Between

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

Amendment No. 1

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and City of Sacramento - Youth, Parks and Community Enrichment (“CITY OF SAC”), dated August 27, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse CITY OF SAC for direct services not to exceed **\$193,750.33** which represents an increase of **\$42,825.01** to the agreement.

Program/Funding	School Name	Contract Amount	Number of Students	Target Days
ASES	Sam Brannan Middle	\$150,925.32	N/A	180
CARES Funding	Sam Brannan Middle	\$42,825.01	40	156

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

Rose Ramos
Chief Business Officer

Date

City of Sacramento - Youth, Parks and Community Enrichment:

Mario Lara
Director

Date

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

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of CITY OF SAC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
8. Help recruit students into the program and provide the program access to parents of participating students.
9. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
10. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
11. Provide Expanded Learning snack that is consistent with requirements of the USDA.
12. Help coordinate custodial and storage needs of the program.
13. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
14. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

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

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. CITY OF SAC's Expanded Learning plan is attached to this Agreement and CITY OF SAC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an "End of Year" Report on status of all outcomes and objectives.

6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. (*This applies only when staff will work with students in person*).
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly CITY OF SAC meetings, monthly CITY OF SAC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside CITY OF SAC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). CITY OF SAC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

Learning Hubs: Scope of Services

District is responsible for supporting enrollment process, nutrition, health and safety guidance and training, facilities, guidance on air quality, Personal Protective Equipment (PPE), staff to address health and safety concerns, daily disinfecting/cleaning of classrooms and providing aides for students with special needs.

City of Sacramento - Youth, Parks and Community Enrichment is responsible for providing staff for minimum of seven hours with a 10 to 1 students to staff ratio, implement health and wellness procedures, implement social distancing plan, supplies such as headphones, printer etc, enforce visitor policy, maintaining small cohorts of students, active screening of staff and students, troubleshoot technology issues for students, daily communication with

parents/guardians, enrichment activities, outdoor play, and helping with synchronous and asynchronous learning.

City of Sacramento - Youth, Parks and Community Enrichment staff will follow all CDPH & SCUSD Guidelines.

The Community Partner will provide the following services:

- Designate a staff person to respond to COVID concerns and liaison with the District contact for COVID; Health Services
- Train Staff, Campers and Families in the following protocols: Training In Collaboration with Health Services
 - Enhanced sanitation;
 - Teach and reinforce hand washing;
 - Avoiding contact with eyes, nose and mouth;
 - Covering coughs and sneezes;
 - Teach Campers to wash hands frequently, including before and after eating, after coughing or sneezing, after they share items, and after using the restroom;
 - Develop routines to regularly and appropriately wash hands at scheduled intervals;
 - Teach campers to use tissue and to cough into tissue or their elbow;
 - Use fragrance free Ethyl alcohol based sanitizer if soap is not available;
 - Limit hand sanitizer use for Campers under age 9 only under adult supervision;
 - Call 1-800-222-1222 for Poison Control if needed.
 - Limit use of playground equipment in favor of physical activities that require less contact with surfaces;
 - Clean and disinfect frequently touched surfaces as possible throughout the day by trained staff;
 - Frequently touched surfaces include:
 - Door handles;
 - Light switches;
 - Sink handles;
 - Bathroom surfaces;
 - Tables;
 - Ensure safe and correct storage and application of disinfectants.
 - Limit sharing of materials and access to other Camper property:
 - To the extent possible limit sharing of equipment, books, games, toys, supplies and other materials;
 - If sharing is allowed, proper cleaning and disinfecting between users;
 - Keep the Camper's belongings separated and individually labeled;
 - Ensure Camper belongings are taken home nightly;
 - Ensure adequate supplies to minimize sharing of high-touch; materials (eg: art supplies, equipment);
 - Limit supplies to one cohort at a time;
 - Avoid sharing electronic devices.

- Ventilation: Open windows, play outside. Follow air quality guidance listed above.
- Social Distancing plan:
 - Limit number of Campers to maintain physical distancing;
 - Minimize contact between staff, families and Campers at beginning and ending of the day:
 - Designate a pick-up and drop-off location;
 - Campers will be picked up and dropped off at the car;
 - Parents/guardians will not exit the vehicle;
 - Use staggered arrival and drop off times.
 - Designate entry/exit routes to minimize the flow of foot and car traffic;
 - Use plexiglass panels as needed;
 - Ensure 6' between seating and desks.
 - Stagger breaks for employees to maintain social distancing.
- Visitors Policy
 - Non-essential visitors, volunteers and activities involving other cohorts are not allowed at this time;
 - No visitors allowed on site at this time;
 - Pick-up and drop-off in designated area
 - Campers will be picked-up/dropped-off
- Cohorts
 - Maintain small groups, in the same location;
 - Cohorts must be a consistent and fixed group of individuals.
 - no more than 16 individuals may be in a cohort (this includes any mix of adults and students).
 - Students and staff from other cohorts may not intermingle;
 - Activities will be redesigned, as needed, to maintain cohorts and social distancing.
 - 1:1 service providers may pull students from a cohort for identified services
- Use of face coverings
 - Follow the CDPH Guidelines for face coverings
 - children ages 2 and older must wear face covering unless otherwise indicated;
 - Teach and reinforce use of face coverings;
 - Teach and reinforce how to wear and clean face coverings;
 - Shields can be used instead of a face covering as long as the wearer has a cloth drape at the bottom of the shield and maintains social distancing;
 - Face covering should not be used on anyone who has trouble breathing, who is unconscious or incapacitated, or is unable to remove the covering without assistance.
- Social and Emotional Well-Being
 - The health and safety of our students is a top priority, including providing a comfortable, safe and welcoming environment.

- Cohorts should be named with fun or welcoming names - having students name their group could also lend to group cohesion.
 - A sense of agency and purpose helps students feel settled and calm - provide daily jobs that students can participate in to build community and cohesion
 - Form daily rituals and routines with students so their day is predictable and structured. Everyone thrives with clear expectations and structure.
 - While the physical space needs to meet health requirements, hang art work, colorful posters or other warm and welcoming greetings to help students feel comfortable.
 - Agree upon ways that students can greet each other and show support without physically touching hands or faces, such as a foot bump, head nod, hand wave, or other appropriate gesture.
 - Schedule time to check-in and identify feelings, with particular emphasis on feeling nervous or anxious about COVID and getting sick. Reach out for additional support for any students or families you are concerned about.
 - If a student expresses thoughts of hurting themselves or wanting to die, which may include verbal statements, written content, artistic expressions, social media postings, etc., immediately follow the 2020-2021 SCUSD Student Suicide Risk Assessment Procedures.”
- Student Health Needs
 - Ensure all staff know if students have specific health needs, such as medications they may take or specific allergies.
 - If medications will be dispensed during programming, staff must receive training on documenting and providing medication.
 - Students with medical conditions that may become life threatening will have an Emergency Care Plan (ECPs). Staff must print out these plans and be familiar with the action steps required in the event of an emergency.
 - Staff must be aware of how to identify an allergic reaction (anaphylaxis). They must know the location of the Epi-Pens on campus and be familiar with how to use them.
 - Staff must know the locations of the Automated External Defibrillator (AED) on campus and understand the basic instructions provided near the AED.

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Leaders of Tomorrow

Amendment No. 1

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and Leaders of Tomorrow (“LOT”), dated August 27, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse LOT for direct services not to exceed **\$312,452.99** which represents an increase of **\$21,040.01** to the agreement.

Breakdown:

Funding Source	School Name	Amount	Number of Students	Number of Days
ASES	Isador Cohen	\$113,193.99	N/A	180
21 st CCLC After School	Isador Cohen	\$34,425.00	N/A	180
21 st CCLC Before School	Isador Cohen	\$30,600.00	N/A	180
ASES	John Sloat	\$113,193.99	N/A	180
CARES Funding	Isador Cohen	\$21,040.01	40	156

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

Rose Ramos
Chief Business Officer

Date

Leaders of Tomorrow:

Pendrel Ventress
Executive Director

Date

Sacramento City Unified School District and Leaders of Tomorrow:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of LOT to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
8. Help recruit students into the program and provide the program access to parents of participating students.
9. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
10. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
11. Provide Expanded Learning snack that is consistent with requirements of the USDA.
12. Help coordinate custodial and storage needs of the program.
13. Meet regularly with the District contact person, LOT site liaison and site administrator to identify program needs, successes and assistance.
14. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Leaders of Tomorrow shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California’s Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. LOT’s Expanded Learning plan is attached to this Agreement and LOT will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.

7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. (*This applies only when staff will work with students in person*).
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly LOT meetings, monthly LOT Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside LOT contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). LOT will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

Learning Hubs: Scope of Services

District is responsible for supporting enrollment process, nutrition, health and safety guidance and training, facilities, guidance on air quality, Personal Protective Equipment (PPE), staff to address health and safety concerns, daily disinfecting/cleaning of classrooms and providing aides for students with special needs.

Leaders of Tomorrow is responsible for providing staff for minimum of seven hours with a 10 to 1 students to staff ratio, implement health and wellness procedures, implement social distancing plan, supplies such as headphones, printer etc, enforce visitor policy, maintaining small cohorts of students, active screening of staff and students, troubleshoot technology issues for students, daily communication with parents/guardians, enrichment activities, outdoor play, and helping with synchronous and asynchronous learning.

Leaders of tomorrow staff will follow all CDPH & SCUSD Guidelines.

The Community Partner will provide the following services:

- Designate a staff person to respond to COVID concerns and liaison with the District contact for COVID; Health Services
- Train Staff, Campers and Families in the following protocols: Training In Collaboration with Health Services
 - Enhanced sanitation;
 - Teach and reinforce hand washing;
 - Avoiding contact with eyes, nose and mouth;
 - Covering coughs and sneezes;
 - Teach Campers to wash hands frequently, including before and after eating, after coughing or sneezing, after they share items, and after using the restroom;
 - Develop routines to regularly and appropriately wash hands at scheduled intervals;
 - Teach campers to use tissue and to cough into tissue or their elbow;
 - Use fragrance free Ethyl alcohol based sanitizer if soap is not available;
 - Limit hand sanitizer use for Campers under age 9 only under adult supervision;
 - Call 1-800-222-1222 for Poison Control if needed.
 - Limit use of playground equipment in favor of physical activities that require less contact with surfaces;
 - Clean and disinfect frequently touched surfaces as possible throughout the day by trained staff;
 - Frequently touched surfaces include:
 - Door handles;
 - Light switches;
 - Sink handles;
 - Bathroom surfaces;
 - Tables;
 - Ensure safe and correct storage and application of disinfectants.
 - Limit sharing of materials and access to other Camper property:
 - To the extent possible limit sharing of equipment, books, games, toys, supplies and other materials;
 - If sharing is allowed, proper cleaning and disinfecting between users;
 - Keep the Camper's belongings separated and individually labeled;
 - Ensure Camper belongings are taken home nightly;
 - Ensure adequate supplies to minimize sharing of high-touch materials (eg: art supplies, equipment);
 - Limit supplies to one cohort at a time;
 - Avoid sharing electronic devices.
 - Ventilation: Open windows, play outside. Follow air quality guidance listed above.

- Social Distancing plan:
 - Limit number of Campers to maintain physical distancing;
 - Minimize contact between staff, families and Campers at beginning and ending of the day:
 - Designate a pick-up and drop-off location;
 - Campers will be picked up and dropped off at the car;
 - Parents/guardians will not exit the vehicle;
 - Use staggered arrival and drop off times.
 - Designate entry/exit routes to minimize the flow of foot and car traffic;
 - Use plexiglass panels as needed;
 - Ensure 6' between seating and desks.
 - Stagger breaks for employees to maintain social distancing.

- Visitors Policy
 - Non-essential visitors, volunteers and activities involving other cohorts are not allowed at this time;
 - No visitors allowed on site at this time;
 - Pick-up and drop-off in designated area
 - Campers will be picked-up/dropped-off

- Cohorts
 - Maintain small groups, in the same location;
 - Cohorts must be a consistent and fixed group of individuals.
 - no more than 16 individuals may be in a cohort (this includes any mix of adults and students).
 - Students and staff from other cohorts may not intermingle;
 - Activities will be redesigned, as needed, to maintain cohorts and social distancing.
 - 1:1 service providers may pull students from a cohort for identified services

- Use of face coverings
 - Follow the CDPH Guidelines for face coverings
 - children ages 2 and older must wear face covering unless otherwise indicated;
 - Teach and reinforce use of face coverings;
 - Teach and reinforce how to wear and clean face coverings;
 - Shields can be used instead of a face covering as long as the wearer has a cloth drape at the bottom of the shield and maintains social distancing;
 - Face covering should not be used on anyone who has trouble breathing, who is unconscious or incapacitated, or is unable to remove the covering without assistance.

- Social and Emotional Well-Being
 - The health and safety of our students is a top priority, including providing a comfortable, safe and welcoming environment.
 - Cohorts should be named with fun or welcoming names - having students name their group could also lend to group cohesion.

- A sense of agency and purpose helps students feel settled and calm - provide daily jobs that students can participate in to build community and cohesion
 - Form daily rituals and routines with students so their day is predictable and structured. Everyone thrives with clear expectations and structure.
 - While the physical space needs to meet health requirements, hang art work, colorful posters or other warm and welcoming greetings to help students feel comfortable.
 - Agree upon ways that students can greet each other and show support without physically touching hands or faces, such as a foot bump, head nod, hand wave, or other appropriate gesture.
 - Schedule time to check-in and identify feelings, with particular emphasis on feeling nervous or anxious about COVID and getting sick. Reach out for additional support for any students or families you are concerned about.
 - If a student expresses thoughts of hurting themselves or wanting to die, which may include verbal statements, written content, artistic expressions, social media postings, etc., immediately follow the 2020-2021 SCUSD Student Suicide Risk Assessment Procedures.”
- Student Health Needs
 - Ensure all staff know if students have specific health needs, such as medications they may take or specific allergies.
 - If medications will be dispensed during programming, staff must receive training on documenting and providing medication.
 - Students with medical conditions that may become life threatening will have an Emergency Care Plan (ECPs). Staff must print out these plans and be familiar with the action steps required in the event of an emergency.
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 - Staff must know the locations of the Automated External Defibrillator (AED) on campus and understand the basic instructions provided near the AED.

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Sacramento Chinese Community Service Center

Amendment No. 1

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and Sacramento Chinese Community Service Center (“SCCSC”), dated July 20, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse SCCSC for direct services not to exceed **\$5,287,062.43** which represents an increase of **\$244,955.24** to the agreement.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students	Target Days July 27 – August 21, 2020
Summer Learning/Learning Loss Mitigation Funds	Cesar Chavez	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Ethel Philips	\$21,200.00	N/A	16
Summer Learning/Learning Loss Mitigation Funds	Leonardo Da Vinci	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Pacific	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Washington	\$26,000.00	N/A	20

Program	School Name	Contract Amount	Number of Students	Target Days
ASES	A.M. Winn K-8	\$131,305.03	N/A	180
ASES	Abraham Lincoln	\$113,193.99	N/A	180
ASES	Albert Einstein	\$150,925.32	N/A	180
ASES	Bowling Green	\$113,697.07	N/A	180
ASES	California Middle	\$150,774.39	N/A	180
ASES	Camellia Basic	\$113,193.99	N/A	180

ASES	Caroline Wenzel	\$112,741.21	N/A	180
ASES	Cesar Chavez	\$113,193.99	N/A	180
ASES	David Lubin	\$83,473.77	N/A	180
ASES	Earl Warren	\$113,193.99	N/A	180
ASES	Elder Creek	\$285,479.77	N/A	180
ASES	Ethel Phillips	\$113,193.99	N/A	180
ASES	Fern Bacon	\$150,925.32	N/A	180
ASES	Golden Empire	\$113,193.99	N/A	180
ASES	Hubert H. Bancroft	\$97,799.61	N/A	180
ASES	John Bidwell	\$113,193.99	N/A	180
ASES	John Cabrillo	\$113,193.99	N/A	180
ASES	Kit Carson	\$97,401.92	N/A	180
ASES	Martin Luther King, Jr.	\$113,193.99	N/A	180
ASES	Nicholas	\$115,457.87	N/A	180
ASES	O.W. Erlewine	\$113,193.99	N/A	180
ASES	Pacific	\$115,457.87	N/A	180
ASES	Peter Burnett	\$137,191.12	N/A	180
ASES	Pony Express	\$113,193.99	N/A	180
ASES	School of Engineering and Science	\$95,082.96	N/A	180
ASES	Sequoia Elementary	\$113,193.99	N/A	180
ASES	St. Hope Public School 7	\$150,925.32	N/A	180
ASES	Tahoe	\$113,193.99	N/A	180
ASES	Theodore Judah	\$113,193.99	N/A	180
ASES	Washington	\$113,193.99	N/A	180
ASES	Will C Wood	\$150,925.32	N/A	180
ASES	William Land	\$130,399.48	N/A	180
ASES	Woodbine	\$113,193.99	N/A	180
21 st CCLC – After School	Cesar Chavez	\$34,425.00	N/A	180
21 st CCLC – Before School	Cesar Chavez	\$30,600.00	N/A	180
21 st CCLC	Ethel Phillips	\$34,425.00	N/A	180
21 st CCLC	Martin Luther King, Jr.	\$96,390.00	N/A	180
Central Office Funds- Title I	C.K. McClatchy	\$75,000.00	N/A	180
21 st Century ASSETs	American Legion	\$60,000.00	N/A	180
21 st Century ASSETs	Arthur A. Benjamin Health Professions	\$65,000.00	N/A	180
21 st Century ASSETs	Hiram Johnson	\$110,000.00	N/A	180
21 st Century ASSETs	John F. Kennedy	\$110,000.00	N/A	180
21 st Century ASSETs	Rosemont	\$110,000.00	N/A	180
21 st Century ASSETs	Sacramento Charter High	\$110,000.00	N/A	180
CARES Funding	Bowling Green	\$110,766.09	40	156
CARES Funding	John Cabrillo	\$110,766.09	40	156
CARES Funding	Martin Luther King, Jr	\$23,423.06	40	156

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

Rose Ramos
Chief Business Officer

Date

Sacramento Chinese Community Service Center:

Henry Kloczkowski
Executive Director

Date

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of SCCSC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
8. Help recruit students into the program and provide the program access to parents of participating students.
9. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
- 10. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. (Note: All Expanded Learning programs will start virtually due to COVID-19).**
11. Provide Expanded Learning snack that is consistent with requirements of the USDA.
12. Help coordinate custodial and storage needs of the program.
13. Meet regularly with the District contact person, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
14. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Sacramento Chinese Community Service Center shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California’s Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. SCCSC’s Expanded Learning plan is attached to this Agreement and SCCSC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.

7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly SCCSC meetings, monthly SCCSC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside SCCSC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). SCCSC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

Learning Hubs: Scope of Services

District is responsible for supporting enrollment process, nutrition, health and safety guidance and training, facilities, guidance on air quality, Personal Protective Equipment (PPE), staff to address health and safety concerns, daily disinfecting/cleaning of classrooms and providing aides for students with special needs.

Sacramento Chinese Community Service Center is responsible for providing staff for minimum of seven hours with a 10 to 1 students to staff ratio, implement health and wellness procedures, implement social distancing plan, supplies such as headphones, printer etc, enforce visitor policy, maintaining small cohorts of students, active screening of staff and students, troubleshoot technology issues for students, daily communication with parents/guardians, enrichment activities, outdoor play, and helping with synchronous and asynchronous learning.

Sacramento Chinese Community Service Center staff will follow all CDPH & SCUSD Guidelines.

The Community Partner will provide the following services:

- Designate a staff person to respond to COVID concerns and liaison with the District contact for COVID; Health Services
- Train Staff, Campers and Families in the following protocols: Training In Collaboration with Health Services
 - Enhanced sanitation;
 - Teach and reinforce hand washing;
 - Avoiding contact with eyes, nose and mouth;
 - Covering coughs and sneezes;
 - Teach Campers to wash hands frequently, including before and after eating, after coughing or sneezing, after they share items, and after using the restroom;
 - Develop routines to regularly and appropriately wash hands at scheduled intervals;
 - Teach campers to use tissue and to cough into tissue or their elbow;
 - Use fragrance free Ethyl alcohol based sanitizer if soap is not available;
 - Limit hand sanitizer use for Campers under age 9 only under adult supervision;
 - Call 1-800-222-1222 for Poison Control if needed.
 - Limit use of playground equipment in favor of physical activities that require less contact with surfaces;
 - Clean and disinfect frequently touched surfaces as possible throughout the day by trained staff;
 - Frequently touched surfaces include:
 - Door handles;
 - Light switches;
 - Sink handles;
 - Bathroom surfaces;
 - Tables;
 - Ensure safe and correct storage and application of disinfectants.
 - Limit sharing of materials and access to other Camper property:
 - To the extent possible limit sharing of equipment, books, games, toys, supplies and other materials;
 - If sharing is allowed, proper cleaning and disinfecting between users;
 - Keep the Camper's belongings separated and individually labeled;
 - Ensure Camper belongings are taken home nightly;
 - Ensure adequate supplies to minimize sharing of high-touch materials (eg: art supplies, equipment);
 - Limit supplies to one cohort at a time;
 - Avoid sharing electronic devices.
 - Ventilation: Open windows, play outside. Follow air quality guidance listed above.

- Social Distancing plan:
 - Limit number of Campers to maintain physical distancing;
 - Minimize contact between staff, families and Campers at beginning and ending of the day:
 - Designate a pick-up and drop-off location;
 - Campers will be picked up and dropped off at the car;
 - Parents/guardians will not exit the vehicle;
 - Use staggered arrival and drop off times.
 - Designate entry/exit routes to minimize the flow of foot and car traffic;
 - Use plexiglass panels as needed;
 - Ensure 6' between seating and desks.
 - Stagger breaks for employees to maintain social distancing.

- Visitors Policy
 - Non-essential visitors, volunteers and activities involving other cohorts are not allowed at this time;
 - No visitors allowed on site at this time;
 - Pick-up and drop-off in designated area
 - Campers will be picked-up/dropped-off

- Cohorts
 - Maintain small groups, in the same location;
 - Cohorts must be a consistent and fixed group of individuals.
 - no more than 16 individuals may be in a cohort (this includes any mix of adults and students).
 - Students and staff from other cohorts may not intermingle;
 - Activities will be redesigned, as needed, to maintain cohorts and social distancing.
 - 1:1 service providers may pull students from a cohort for identified services

- Use of face coverings
 - Follow the CDPH Guidelines for face coverings
 - children ages 2 and older must wear face covering unless otherwise indicated;
 - Teach and reinforce use of face coverings;
 - Teach and reinforce how to wear and clean face coverings;
 - Shields can be used instead of a face covering as long as the wearer has a cloth drape at the bottom of the shield and maintains social distancing;
 - Face covering should not be used on anyone who has trouble breathing, who is unconscious or incapacitated, or is unable to remove the covering without assistance.

- Social and Emotional Well-Being
 - The health and safety of our students is a top priority, including providing a comfortable, safe and welcoming environment.
 - Cohorts should be named with fun or welcoming names - having students name their group could also lend to group cohesion.

- A sense of agency and purpose helps students feel settled and calm - provide daily jobs that students can participate in to build community and cohesion
 - Form daily rituals and routines with students so their day is predictable and structured. Everyone thrives with clear expectations and structure.
 - While the physical space needs to meet health requirements, hang art work, colorful posters or other warm and welcoming greetings to help students feel comfortable.
 - Agree upon ways that students can greet each other and show support without physically touching hands or faces, such as a foot bump, head nod, hand wave, or other appropriate gesture.
 - Schedule time to check-in and identify feelings, with particular emphasis on feeling nervous or anxious about COVID and getting sick. Reach out for additional support for any students or families you are concerned about.
 - If a student expresses thoughts of hurting themselves or wanting to die, which may include verbal statements, written content, artistic expressions, social media postings, etc., immediately follow the 2020-2021 SCUSD Student Suicide Risk Assessment Procedures.”
- Student Health Needs
 - Ensure all staff know if students have specific health needs, such as medications they may take or specific allergies.
 - If medications will be dispensed during programming, staff must receive training on documenting and providing medication.
 - Students with medical conditions that may become life threatening will have an Emergency Care Plan (ECPs). Staff must print out these plans and be familiar with the action steps required in the event of an emergency.
 - Staff must be aware of how to identify an allergic reaction (anaphylaxis). They must know the location of the Epi-Pens on campus and be familiar with how to use them.
 - Staff must know the locations of the Automated External Defibrillator (AED) on campus and understand the basic instructions provided near the AED.