



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: November 2, 2023

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. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE AND CAREER DEPARTMENT</u>		
California Department of Education A24-00041	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,990,270 No Match
Period: 7/1/23 – 12/31/26. Description: Learning Communities for School Success Program, Cohort 7. One-time grant award of \$1,990,270.		
<u>YOUTH DEVELOPMENT DEPARTMENT</u>		
SAC County Office of Education A24-00045	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15,000 No Match
Period: 10/10/23 – 12/31/23 Description: Professional Learning Sessions that build the Expanded Learning practitioners capacity in the following but not limited areas: social emotional learning, Joyful Literacy, how to create safe and supportive environments for TK/K scholars, etc.		
<u>STUDENT SUPPORT DEPARTMENT</u>		
Mental Health California A24-00046	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 10/10/23 – 6/30/26 Description: Overall goal is to promote student mental health awareness and provide Prevention and Early Intervention (PEI) education.		
<u>CURRICULUM AND INSTRUCTION DEPARTMENT</u>		
SCOE A24-00047 A24-00047	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/23 – 6/30/24 Description Jointly counsel the intern teacher and develop a Professional Development. Plan to complete the requirements to earn a credential in the intern teacher's content or specialty area(s); both parties and the intern teacher shall concur on the plan.		
<u>CAREER AND COLLEGE DEPARTMENT</u>		
California Department of Education A24-00039	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$14,807 No Match
Period: 7/1/23-9/30/25. Description Special Education Alternate Dispute Resolution Grant on the 2023-24 Individuals with Disabilities Education Act Part B, Section 611. One-time grant award of \$14,807.		
<u>CAREER AND COLLEGE DEPARTMENT</u>		
California Department of Education A24-00037	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$76,500 No Match
Period: 7/1/23-6/30/25. Description Law and Social Justice Academy (9036) at C.K. McClatchy High School.		
<u>FOSTER YOUTH SERVICES DEPARTMENT</u>		
California Department of Education A24-00040	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$427,474 No Match
Period: 7/1/23-6/30/26. Description: Fiscal year 2023-24 Tobacco-Use Prevention Education (TUPE) for Grades Six through Twelve, Tier 2 grant. Funding will be distributed for each fiscal year until June 20, 2026.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT</u>		
George Van Dusen dba Phoenix Construction SA24-00370	10/19/23 – 10/31/25: Inspector and construction administration services for the Oak Ridge Elementary School New Construction project.	\$429,660 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pursuant to California Government Code § 53060. The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.	

SPECIAL EDUCATION DEPARTMENT

Collaborative Learning Solutions SA24-00133	Approve consultative support across the Academic Office in alignment with SCUSD Strategic Priority of MTSS. Through an equity lens, CLS will provide consultative support to the Academic Office conducting an internal evaluation of the district's tiered system of support using the Integrated Framework for Improvement, Consultation support in the following areas: discipline data audit and adjustments related to the BPSB settlement, significant disproportionality (development, implementation and monitoring the (CIM for CCEIS plan), implementation of BPSB settlement action, work with a district team to establish a set of universal discipline guidelines that will assist school leadership with responses to student misbehavior that are grounded in restoration and skill acquisition, Restorative Practices training, support an evaluation of the specialized programs serving students with disabilities identified as having significant emotional and behavioral disorders (EBD). The goal of this evaluation is to analyze the current program structures, practices and procedures through the lens of the C5 framework to determine areas of strength and to identify growth opportunities for increasing the effectiveness of the programs, and the implementation of an Equity Community of Practice (ECOP).	\$225,000 Special Education-IDEA Early Intervention Services Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

COUNSELING SERVICES DEPARTMENT

Accelerate Education Inc SA24-00255	Renewal agreement services for Accelerate Credit Recovery Program. 1500 seats with instruction for the 23-24 school year. Each seat is one (1) enrolled student with up to 4 credit recovery courses at any point in time within the year. Includes content, hosting, support and instruction from California certified teachers. Includes Biology/ Chemistry/ Physics virtual labs.	\$269,000 LCFF Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$75,750 A-G Learning Loss Mitigation Funds
	Unlimited access to live and on-demand trainings, webinars and resources for administrators and teachers.	Total Contract Amount: \$344,750

YOUTH DEVELOPMENT DEPARTMENT

Expanded Learning Supplemental Providers; School Year 2023 - 24	08/31/23 – 6/13/24: Supplemental providers are community partners that are selected through a competitive Request for Proposal (RFQ) process to provide culturally relevant enrichment opportunities (music, arts, dance, leadership, sports) during the Expanded Learning program hours. All supplemental providers work under the direction of the program manager at the site.	
Nexplore LLC dba Nexplore SA24-00402	Nexplore LLC dba: 10 Program Sites Nexplore's mission is to foster the Joy of Learning through enrichment opportunities so that each child may discover and explore a passion that drives him or her to excel. Nexplore is one of the largest enrichment providers in the Nation with over 30 STEAM, life skills and fitness solutions such as: Makers Club Build A Bot Science Wiz Architecture LegoRobotics Coding Magic Fashion Capoeira Zumba Kids	\$130,000 Expanded Learning Opportunities Program Funds
Science Alliance SA24-00401	Science Alliance: 11 Program Sites Their mission is to inspire and educate young minds through hands-on learning that students will never forget. They strengthen science education through exciting discoveries in every program they offer. Through building, experimenting, entertainment, and more, little scientists will participate in programs that allow them to become familiar with concepts in a visual and interactive manner. Science Alliance wants participants to, above all, HAVE FUN in learning. Students will learn useful skills they find helpful as they grow into young members of society and be a part of an experience that they will never forget!	\$136,400 Expanded Learning Opportunities Program Funds

Dream Enrichment
SA24-00407

Dream Enrichment: 11 Program Sites

\$136,400
Expanded
Learning
Opportunities
Program Funds

New Contract:

- Yes
- No

Dream Enrichment engages students in either Firefly Art, Early Engineers, Honeycode Video Game Coding, or Chess Academy. Students learn different skills in different programs. Chess Program students will learn how to play chess as well as learn about openings, endgames, different tactics, and strategies, Firefly Art Program teaches students about different art skills or techniques that are commonly seen in a variety of art media. Minecraft Coding tech camp students become the ruler of their own world, controlling their mobs and creatures and learning to change, customize and edit their tools and resources, and Early Engineers students participate in a lego-based robotics program where kids build a new robot in each each class and write code to control their robots.

TECHNOLOGY DEPARTMENT

UC Merced Center for
Educational
Partnerships
SA24-00393

The services for which SCUSD receives from UC Merced are significantly embedded into the district's core academic, student intervention, and accountability for disproportionate outcomes work. A brief description of the tools and their use in SCUSD is included below.

\$192,810
LCFF District-
wide supports
Funds

New Contract:

- Yes
- No

- **Early Identification and Intervention System:** This system is a unique, custom-built and maintained interface housed at UC Merced, that serves as the hub for every site-based Student Support Center in SCUSD. As this system allows for data reporting AND data entering, SCUSD's Student Supports and Health Services relies on this system for identifying, documenting, and monitoring students' SEL, attendance, behavior, and academic needs.
- **Graduation Monitoring Tool:** This tool is a unique, custom-built and maintained interface housed at UC Merced, that serves as the hub for monitoring how prepared our high school students are to graduate beginning in grade 9 across SCUSD. The system compliments our student information system as it not only calculates students' on-track status for graduation, but it also denotes in which courses students are deficient credit-wise and overall in early as the second semester of a student's frosh year. High school counselors rely on this system extensively to monitor their caseloads and prioritize student supports for closing our graduation achievement gap.
- **A-G Monitoring Tool:** This tool is unique in that it uses the University of California of California's algorithm to calculate a students A-G status incorporating validation, AP, college course, and higher education exam rules. This tool is updated

on a weekly basis due to the high degree of credit recovery course completions.

- **Performance and Targeted Action Index:** This tool is a unique, custom-built and maintained interface housed at UC Merced, that provides community, district, and school leaders readily-available accountability information related to various metrics of interest related to Special Education and English Learner services.
- **FAFSA Monitoring Tool:** This tool is a unique, custom built and maintained interface housed at UC Merced. UC Merced provides technical support in the extraction, transfer, and loading of student financial aid information from the California Student Aid Commission.
- **College Eligibility Packet Service:** UC Merced is responsible for the design, updating, and running the algorithm to generate 9 customized versions of a college eligibility packet for every 12th grade students. These eligibility packets provide students tailored college options throughout the University of California, California State University, and California Community College systems.

FACILITIES DEPARTMENT

<p>Brightly Software Inc R24-02246</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>7/1/23 – 6/30/24: Brightly Energy Manager is an energy management software that empowers the facility and sustainability managers to identify utility waste, better prioritize action and make smarter operational decisions with centralized management of utilities. Optimizing energy, reducing costs, and extending the life cycle of District assets.</p>	<p>\$75,240.25 Ongoing & Major Maintenance Funds</p> <p>\$27,151.93 Civic Permits Funds</p> <p>\$7,171.72 General Funds</p> <p>\$109,563.90 Total Contract Amount</p>
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Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>RISK MANAGEMENT DEPARTMENT</u>		
First Capitol Consulting Inc. dba Trusaic SA24-00425	For tax years 2019, 2020, 2021, 2022, 2023 and 2024. The IRS Form 1094-C is a document used to report information mandated by the Affordable Care Act (ACA) for applicable large employers (ALEs). Its purpose is to provide the IRS with an overview of the health insurance coverage offered to our full-time employees. Failure to file this form, along with Form 1095-C, as required by IRC § 6056, subjects the employer to information return penalties under IRC § 6721 and IRC § 672.	\$208,560 General Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

While the District has successfully furnished Forms 1095-C to all district employees, the electronic transmittal of Form 1094-C has been a challenge for many districts throughout the state. The District is actively working to resolve this matter as promptly as possible and is in close collaboration with the IRS to ensure the successful submission of the file. Additionally, we are exploring the possibility of mitigating the penalties associated with this situation by consulting with tax filing experts. The District will continue to provide updates on the status of the IRS tax levy as it makes progress towards resolution.

Approve Amendment No. 1 was awarded at the September 7, 2023 Board of Education Meeting for Inc 1 Construction Amount of \$8,387,644 funded with Measure H Funds for the construction of Increment 1 at Oak Ridge Elementary School in accordance with DSA approved plans and specifications dated May 26, 2023.

Amendment No. 2 is to increase Pre-construction services in the amount of \$120,096, including \$42,376 for the assistance of the shade structure design and submittal to the DSA for the Increment 2 Building package. Once plans are finalized, approved by DSA and the GMP for Increments 2 and 3 are established, the construction contract will be submitted to the Board for approval.

New Total Contract Amount: \$8,507,740 (\$120,096 + \$8,387,644); Measure H Funds

The cost of construction is currently estimated at \$55,500,000.

Project: Clayton B. Wire Deferred Maintenance

Recommendation: John F. Otto dba Otto Construction was awarded construction services at the February 16, 2023 Board of Education Meeting for the deferred maintenance repairs at Clayton B. Wire Elementary School campus. This project was for the incoming students for the new school and modernization project at Nicholas Elementary School.

Original Construction Amount: \$2,832,000; Measure H Funds

Approve Change Order No. 1 \$(72,015.72) for project close-out of Unused Owner Allowance; Measure H Funds.

New Total Contract Amount: \$2,759,984.28; Measure H Funds

Project: John F. Kennedy Baseball/Softball Field Improvements

Recommendation: Verde Design was awarded architectural services at the June 22, 2023 Board of Education Meeting for the New Baseball/Softball Field Improvement project at John F. Kennedy High School campus. This project consisted of complete replacement of the varsity baseball/softball fields, evaluate six (6) tennis courts to either repair or replace in kind.

Original Architectural Services Amount: \$443,598.75; Measure H Funds

Approve Change Order No. 1 \$72,864.75 for additional services related to booster pump unit, batting cage design and Romtec building, which was not included in original scope of work; Measure H Funds.

New Total Contract Amount: \$516,463.50; Measure H Funds

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				2023	25366	67439	L7	
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Accounting Office, Grant Funds				Resource Code	Revenue Object Code	34		
Telephone (916) 643-9000				7085	8590	INDEX		
Name of Grant Program Learning Communities for School Success Program: Cohort 7						0615		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$1,990,270		\$1,990,270		07/01/2023	12/31/2026		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			

I am pleased to inform you that you have been funded for the Learning Communities for School Success Program, Cohort 7.

This award is contingent upon the availability of funds. If the Legislature reduces or defers the funding upon which this award is based, this award will be amended accordingly.

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

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

California Department of Education Contact Teri Alves		Job Title Education Programs Consultant	
E-mail Address LCSSP@cde.ca.gov		Telephone 916-322-0374	
Signature of the State Superintendent of Public Instruction or Designee 		Date September 26, 2023	
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 Jesse Castillo		Title Assistant Superintendent	
E-mail Address jesse-m-castillo@scusd.edu		Telephone (916) 643-9055	
Signature 		Date 10/16/23	

MEMORANDUM OF UNDERSTANDING

Agreement #ELP017

2023-2024

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as “**SCOE**,” and **Sacramento City Unified School District**, hereinafter referred to as “**SCUSD**.”

The purpose of this MOU is to detail the roles and responsibilities of SCOE and SCUSD in regard to securing facilitators that will deliver professional learning sessions that build the Expanded Learning practitioners capacity in the following but not limited areas: social emotional learning, Joyful Literacy, how to create safe and supportive environments for TK/K scholars, etc.

A. Term: Once signed by both parties, this MOU is in effective until December 31, 2023.

B. SCOE agrees to:

1. Provide a primary contact person for all work under this MOU.

MOU Contact:

Mark Drewes

Regional Lead, Region 3 Expanded Learning

(916) 228-2518

mdrewes@scoe.net

2. Act as the lead agency to collaborate, coordinate, and identify possible facilitators that can provide professional learning sessions on various content areas and youth development practices that not only align with the CA Quality Standards, but also the Learning in Summer and After School Principles. The purpose of the professional learning sessions is not only to cultivate quality Expanded Learning practitioners, but to also help strengthen the quality of SCUSD’s Expanded Learning programs.
 - a. Coordinate the provision of technical assistance and support for SCUSD Expanded Learning practitioners throughout SCUSD.
 - b. Distribute funds to SCUSD for professional learning sessions.
3. Provide additional technical assistance and support (i.e. coaching, mentoring, consultation, and brokering and leveraging resources) once the professional learning sessions have been facilitated.

B. SCUSD agrees to:

1. Provide a primary contact person for all work under this MOU.

MOU Contact:

Manpreet Kaur

Director, Youth Development Support Services

SCUSD

(916) 643-7992

Manpreet-Kaur@scusd.edu

2. Provide the following services:
 - a. Provide location for the Get Ready Summit where the professional learning sessions will take place.
 - b. Advertise and promote the attendance of SCUSD Expanded Learning practitioners to attend the 3-day professional learning session event.
 - c. Utilize the funding to pay for any facilitator fees for services or materials needed.
3. Invoice SCOE within 30 days of execution of this MOU.

C. SCOE agrees to distribute \$15,000.00 to **SCUSD** to be used for the services described in section B. The funds will be distributed within 60 days of receipt on an invoice. This MOU is contingent on SCOE's receipt of full funding for the contract and may be amended or terminated if SCOE's funding is eliminated or reduced.

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 \$2,000,000 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.
5. **Audit.** SCOE or its agent shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU. All parties agree to maintain relevant records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated. Each party also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.

MEMORANDUM OF UNDERSTANDING #ELP017

- 6. Force Majeure.** No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes (of a third-party), civil disorder, curtailment of transportation facilities, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

- 7. 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



Signature

10-11-23

Date

Sacramento City Unified School District
Jesse Castillo
Assistant Superintendent

Signature

Date

MEMORANDUM OF UNDERSTANDING
FOR
***INTO THE CLASSROOM* STUDENT MENTAL HEALTH INITIATIVE**
BETWEEN

School: Sacramento City Unified School District
Address: 5735 47th Avenue
Sacramento, CA 95824

AND

Provider: Mental Health California
Address: P.O. Box 233553
Sacramento, CA 95823

BACKGROUND

Mental Health California is a 501(c)3 nonprofit charitable organization delivering mental health awareness through publishing, community engagement, innovation, new media, and special programs. We provide education and awareness campaigns and health equity-driven signature initiatives. Our experience in multi-cultural outreach and communications allows us to offer multi-layered awareness programs tied to specific communities or cultural groups. Our campaigns offer education, awareness, traditional and digital communications, publishing, innovation, creative arts, clinical supports through partnerships, connections to mental health resources, and more.

Our signature initiative, Brother Be Well, is a multimedia platform for boys and men of color blending awareness, innovation, and healing pathways to reduce disparities, disrupt prolonged suffering, and improve mental wellness. It is also a membership community for males of color ages 13+. We deliver clinical and holistic Prevention and Early Intervention (PEI) education and linkages to resources and care. Our blog, media, and tools are open to the public. Schools, community groups, families, and others are encouraged to start using our free resources today.

For example, we produce videos, podcasts, articles, and materials focused on mental health awareness. Our new Learning Library and Rise 360 web-based courses provide additional resources to schools and community groups. We are partnered with KDEE 97.5 FM for podcast broadcast to over 130,000 listeners in the greater Sacramento region.

PROGRAM OVERVIEW

Mental Health California's *Into the Classroom* Student Mental Health Initiative will beam into classrooms during a 3-hour monthly session. The live/multimedia content will repeat for each class (1st period, 2nd period, 3rd period) during the 3-hour session. The monthly session will offer three (3) 30-45 minute presentations that will repeat, with two (2) 15 minute breaks in between presentations. There will be a new topic each month.

Clinicians/experts/mentors will staff the Zoom/stream. Participating teachers will facilitate student engagement and administer surveys and interactive exercises. We will offer gift card giveaways for each session to be distributed by the school staff.

The overarching goal is to promote student mental health awareness and provide Prevention and Early Intervention (PEI) education. This is a free service to participating schools and is designed for all students (Tier 1). It is not specific to our signature initiative: Brother Be Well. However, to get a sense of our topics, multimedia, and expertise, please visit our [blog](#).

TENTATIVE SCHEDULE

First Thursday of the Month via Zoom Webinar

Example - Entire Session:

9:00 a.m. to 12:00 p.m.

Session # 1 - First Period

9:00 a.m. to 9:45 a.m.

Break

9:45 a.m. to 10:00 a.m.

Session # 2 - Second Period

10:00 a.m. to 10:45 a.m.

Break

10:45 a.m. to 11:00 a.m.

Session # 3 - Third Period

11:00 a.m. to 11:45 a.m.

Wrap-up (if needed)

11:45 a.m. to 12:00 p.m.

EVALUATION

We kindly request the assistance of participating schools with administering short student surveys so we can get their feedback and tailor future programs to suit their needs. As awareness develops and access resources are shared, we hope annually that 70% of students will report, "I know what to do when I or someone I care about needs help with their mental health."

AGREEMENT

Mental Health California agrees to:

- 1) Provide researched, quality mental health awareness education to participating schools during the 2023-2026 school years, with an end date of June 30, 2026. Parties may agree to extend the agreement or enter into a new agreement for proceeding school years.
- 2) Provide mental health professionals with expertise in addressing student populations.

- 3) Provide a host/ mentor to guide the discussions.
- 4) Present engaging topics, driven in part by student mental health concerns.
- 5) Furnish engaging multimedia from the Brother Be Well library, appropriate for all students.
- 6) Provide an annual document with topics, tips, ideas, and access resources.
- 7) Coordinate with school staff to ensure a smooth learning process.
- 8) Provide gift cards for students on a monthly basis to be distributed by the school staff.
- 9) Add the Sacramento City Unified School District as an additional insured on its Commercial General Liability/ Cyber Liability policy with a General Aggregate of \$2M, and Professional Liability policy.

Sacramento City Unified School District agrees to:

- 1) Provide classrooms with modern technology to receive our programming for a smooth learning experience.
- 2) Provide feedback on topics to ensure the needs of students are being met.
- 3) Distribute a student release or “opt out” form for student participation.
- 4) Distribute tips and resources for students and staff, if requested by school staff.
- 5) Distribute monthly student gift cards, and report on those distributions.
- 6) Distribute short student surveys so the program can document student feedback and success.
- 7) Report in advance any scheduling conflicts, vacation or holiday dates, or other disruptions to the monthly program.

MENTAL HEALTH CALIFORNIA

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Name: _____

Name: Jesse Castillo

Signature: _____

Signature: _____

Title: _____

Title: Assistant Superintendent

Date: _____

Date: _____

**Memorandum of Understanding
Sacramento County Office of Education
and Sacramento City Unified School District
Employing Agency Agreement**

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE’s Teacher Intern Program, which is a Commission on Teacher Credentialing (CTC) approved two-year Mild to Moderate Support Needs, Multiple and Single Subject Mathematics and Science Teacher Intern Credentials Program (Program).

Sacramento City Unified School District is the employing agency of an intern teacher participating in the Program (Employing Agency).

SCOE and Employing Agency formed a partnership to provide and coordinate services in support of intern teachers. The purpose of the MOU is to set forth the operative conditions which will govern this partnership.

I. Parties

This Memorandum of Understanding (MOU) is between the Sacramento County Office of Education (SCOE) and Employing Agency.

II. Term

The effective dates of this MOU are **July 1, 2023 - June 30, 2024**. Either party may terminate this agreement by submitting written notice to the other party no later than 60 days prior to the start of a school year.

III. Responsibilities of the Parties

A. Both parties agree to the following responsibilities:

1. Jointly counsel the intern teacher and develop a Professional Development Plan to complete the requirements to earn a credential in the intern teacher’s content or specialty area(s); both parties and the intern teacher shall concur on the plan
 - a. Professional Development Plan.

The employing district has developed and implemented a Professional Development Plan for interns in consultation with SCOE. The plan shall include all of the following:

 - i. Provisions for an annual evaluation of the intern by the Employing Agency.
 - ii. Provide a description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching .
 - iii. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6

- inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
- iv. Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
2. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should include weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - a. A minimum of 144 hours of support/mentoring and supervision will be provided each year during the two-year Intern Program.
 - b. A minimum of two hours of support/mentoring and supervision will be provided to an intern every five instructional days.
 - c. An additional 45 hours of yearly support/mentoring and supervision specific to meeting the needs of English learners (EL) shall be provided to an intern teacher.
 - d. Interns in the Mild to Moderate Support Needs credential program will have at least 200 hours of supervised early field work in general education and special education settings.
 - e. Examples of support/mentoring and supervision could include, but are not limited to:
 - i. Site staff or co-planning meetings
 - ii. Curriculum, data assessment review
 - iii. Professional development
 - iv. EL lesson modification
 - v. IEP support training
 - vi. Classroom observations with mentor
 - vii. Mentor consulting
 - f. For intern teachers who assume daily teaching responsibilities **after** the beginning of the school year, the parties will provide:
 - i. General mentoring/support equal to four hours times the number of instructional hours remaining in the school year.
 - ii. EL support equal to five hours times the number of months remaining in the school year.
 3. Review and verify the number of support/mentoring and supervision hours conducted as reported by the intern teacher.
 4. Jointly make credentialing recommendation to CTC, recognizing that employment decisions (such as continuing employment and tenure decisions) are separate from credentialing decisions.
 5. Notify the other party as soon as possible if an intern teacher placement may be terminated or modified.

6. Develop appropriate modifications, accommodations, and intern support to comply with COVID19 public health orders and applicable county health department and California Department of Public Health and COVID-19 guidelines. This may require video instruction and mentoring.
7. Ensure District certificated employees are not displaced by SCOE Interns.

B. SCOE agrees to the following responsibilities:

1. Be responsible for ensuring that the Teacher Intern Program fulfills the applicable standards of program quality and effectiveness adopted by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE)
2. Provide intern teachers with 120 hours of Preservice training prior to the teacher intern obtaining an intern teaching credential and entering the classroom as the teacher-of-record with the Employing Agency.
3. Establish effective and on-going communication with Employing Agency and SCOE Intern Personnel as appropriate to ensure a successful teaching experience for the intern.
4. Ensure that the intern teacher is receiving required support/mentoring and supervision as part of the 144 General Ed/45 EL hours of yearly support by:
 - a. Identifying an intern coach with a clear or life teaching credential and at least three years of teaching experience to provide:
 - i. Direct support/mentoring and coaching to intern teachers, including monthly coaching for a minimum of 6 coaching observations in the intern teacher's classroom per semester, with additional ongoing support, mentoring and consultation outside of the intern teacher's classroom.
 - b. Working with Employing Agency mentor(s) to establish a collaborative working relationship with the intern teacher, Employing Agency mentor, and SCOE intern coach.
 - c. Providing a tracking system to track the total number of support/mentoring and supervision hours provided by both parties to the intern teacher.
 - d. Providing the Intern with procedures to document and monitor the CTC required hours of mentoring and support received from the Employing Agency and SCOE.
 - e. Verifying the number of mentor and support hours provided by SCOE's intern coach and reported by the intern teacher.
5. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.
6. Communicate with CTC including:
 - a. Notify CTC if an intern teacher's placement is terminated or changed with the Employing Agency
 - b. Complete all requirements and reporting to CTC for the Intern Credential.

- c. Complete all requirements and reporting to CTC for the Preliminary Credential.
7. Should an intern teacher not fulfill the completion requirements of the SCOE intern credential program including attendance, grades and/or timely payment of tuition, the program may drop the candidate. SCOE will remain in close contact with Employing Agency regarding intern status.

C. Employing Agency agrees to the following responsibilities:

1. Select placement sites (schools) that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture for candidate reflection and California Teacher Performance Assessment (TPA) completion. Have a recording policy in place to accommodate TPA video assessment.
2. Ensure every placement site has a fully qualified site administrator.
3. Screen and conduct all necessary background checks on intern teachers.
4. Complete the CTC document entitled “Governing Board Statement for District Intern Credential” and give copy to SCOE prior to employing the intern teacher.
5. Employ the intern teacher in positions in which the intern teacher will:
 - a. Be employed as the “Teacher of Record” in a Multiple Subject, Education Specialist, Mild to Moderate Support Needs, Single Subject Math, or Science classroom.
 - b. Be employed a minimum of .5 FTE capacity in a typical face-to-face setting with the same group of students.
6. Prior to an intern teacher assuming daily teaching responsibilities, identify a mentor for the intern teacher that possesses a valid, corresponding life or clear teaching credential, and a minimum of three years of successful teaching experience. The mentor will be from the same site and have a corresponding credential. The mentor must complete the 10-hour Site Mentor Training through the Course Networking training website. The mentor will not receive the stipend if the training is not complete.
 - a. If possible, the mentor will possess an EL authorization and can act as the EL mentor to provide supervision and support in meeting the intern requirements to receive 45 hours of annual EL support (see Paragraph 5).
 - b. The Site Mentor may not be the Intern’s primary evaluator.
7. If there is not a mentor available with an EL Authorization, provide an EL mentor for intern teachers who enter the program to complete their 45 hours of EL supervision, as outlined in III.A.2.c.

- a. The EL mentor will be available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling, as needed.
8. Ensure that:
 - a. A minimum of 144 hours of annual support/mentoring and supervision is provided to intern teacher in conjunction with SCOE supervisors/coaches, per CTC guidelines:
 - i. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should be a minimum of two hours every five instructional days. All interns should receive support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - ii. An additional 45 hours of annual EL support/mentoring and supervision is provided by the EL mentor if required by the intern teacher in conjunction with SCOE supervisors and coaches per CTC guidelines.
 - iii. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.
9. Provide protected time for mentor(s)/intern to work within the school day; and clearly define expectations for type/frequency of support.
10. Provide opportunities for intern teachers to participate in Professional Development trainings such as grade level collaboration, staff meetings, workshops, and other trainings that promote professional growth for the intern. These trainings may also count towards the 144 General Ed-45 EL hours of support/mentoring and supervision provided by Employing Agency and SCOE.
11. Provide SCOE with any required documentation needed for reporting to CTC or to fulfill the Teacher Intern Program requirements.
12. Recognize the credits earned by the intern teacher in the Program to the same extent as credits earned in a college or university for purpose of employment salary and/or other benefits.
13. Notify SCOE as soon as possible if Employing Agency elects not to employ the intern teacher during year two of the program (i.e., “non re-elects”).
14. Recognize that an intern credential ceases to be valid when SCOE’s program terminates an intern teacher for failing to make satisfactory progress. Employing Agency will take appropriate action regarding the intern-teacher’s position as a teacher of record.
15. Ensure District certificated employees are not displaced by SCOE Interns.

VI. Responsibilities - Fiscal

1. SCOE, in its capacity as the Teacher Intern Program's LEA, agrees to the following:
 - a. Overall fiscal responsibility for the administration of the Teacher Intern Program.
 - b. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Teacher Intern Program Plan.
 - c. Expend income according to regularly established policies and procedures within the SCOE expenditure guidelines.
 - d. Provide Employing Agency \$500/year to mentor teacher(s) who complete the Site Mentor Training for each SCOE intern.
2. Employing Agency agrees to the following:
 - a. Contract with teacher intern for certificated placement on appropriate certificated salary schedule.
 - b. Provide Teacher Intern with all requirements as related to contract employment, including all benefits related to employment and insurance coverage.
 - c. Pay each mentor teacher \$500/year per intern. The mentor will not receive the stipend if the Site Mentor Training is not complete.

VII. Ownership of Materials

1. Any and all products developed by the Teacher Intern Program are the exclusive property of SCOE. Employing Agency, its employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the expressed written permission of SCOE. SCOE shall have the authority to adapt and adopt materials developed by Teacher Intern Program for dissemination purposes.

VIII. Indemnification:

1. Employing Agency agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers, volunteers, and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Employing Agency (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
2. SCOE agrees to defend, indemnify, and hold harmless Employing Agency (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
3. The principals of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

IX. Confidentiality

Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

X. Independent Agents:

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker’s compensation and other employment laws for their respective employees.

XI. Nondiscrimination Clause:

Any service provided by either party 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, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

XII. Notice:

Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to Employing Agency may be given at the following address;

[Sacramento City Unified School District](#)

[5735 47th Avenue](#)

[Sacramento CA 95824](#)

Attn: [Hillary Harrell](#)

Email: hillary-harrell@scusd.edu

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education

P.O. Box 269003

Sacramento, CA 95826-9003

Attn: Dr. Tierra Crothers, Director, Teacher Intern Program

Email: tcrothers@scoe.net

XIII. Insurance

All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence/\$3,000,000 aggregate (including sexual abuse/molestation coverage) and automobile insurance coverage of \$1,000,000

per occurrence. Such insurance requirements may be satisfied with coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

XIV. Entire Contract:

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

XV. Execution of Agreement:

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

XVI. Signatures:

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: _____
Signature of Authorized Official
Sacramento County Office of Education

Title: Executive Director, School of Education

Date: _____

By: _____
Signature of Authorized Official
Employing Agency

Print Name: Jesse Castillo

Title: Assistant Superintendent

Date: _____

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District Jorge Aguilar, Superintendent P.O. Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			23	13007	67439	01
Attention Jorge Aguilar, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified SELPA, 3412			Resource Code	Revenue Object Code	34	
Telephone 916-643-9000			3395	8182	INDEX	
Name of Grant Program 2023-24 Special Education Alternate Dispute Resolution					0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$14,807		\$14,807		07/1/2023	9/30/2025
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	

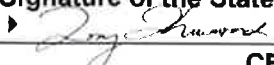
I am pleased to inform you that you have been funded for the Special Education Alternate Dispute Resolution Grant.

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, this award will be amended accordingly.

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


Samantha Roan, Education Programs Consultant
 California Department of Education
 Focused Monitoring and Technical Assistance Unit V
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

Please scan and email a signed copy of the Grant Award Notification (AO-400) to ADR@cde.ca.gov.

California Department of Education Contact Samantha Roan		Job Title Education Programs Consultant
E-mail Address sroan@cde.ca.gov		Telephone 916-327-3674
Signature of the State Superintendent of Public Instruction or Designee 		Date September 5, 2023

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

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

Printed Name of Authorized Agent Jesse Castillo		Title Asst Superintendent of Business Services
E-mail Address jesse-m-castillo@scusd.edu		Telephone (916) 643-9055
Signature 		Date 10/2/23

RECEIVED

SEP 25 2023

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	2023	25220	67439	01
Attention Mr. Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Programs	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	6385	8590	INDEX	

Name of Grant Program
 California Partnership Academies Program: Career Technical Education Initiative (CTEI) 0615

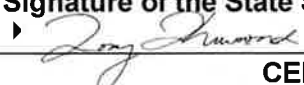
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$76,500		\$76,500		7/01/2023	6/30/2025
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		

I am pleased to inform you that you have been funded for the Criminal Justice Academy (9036) at C.K. McClatchy High School.

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, this award will be amended accordingly.


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

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

California Department of Education Contact Maria Burright	Job Title Education Administrator
E-mail Address CPAcademies@cde.ca.gov	Telephone 916-319-0891
Signature of the State Superintendent of Public Instruction or Designee 	Date September 1, 2023

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

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

Printed Name of Authorized Agent Jesse Castillo	Title Assistant Superintendent	RECEIVED SEP 20 2023
E-mail Address jesse-m-castillo@scusd.edu	Telephone (916) 643-9055	
Signature 	Date	

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO BOX 246870 Sacramento, CA 95824			CDE GRANT NUMBER				
			FY	PCA	Vendor Number	Suffix	
			See Page 2	See Page 2	67439	05	
Attention Aliya Holmes, Coordinator II			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Foster Youth Services/Student Support & Health Services			Resource Code	Revenue Object Code	34		
Telephone 916-643-7991			6695	8590	INDEX		
Name of Grant Program Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2					0160		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$427,474.00		\$427,474.00		07/01/2023	06/30/2026	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		

I am pleased to inform you that you have been funded for the fiscal year 2023-24 Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2 Grant.

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:

Teressa Chan-Walters, Associate Governmental Program Analyst
 Whole Child Division/Tobacco-Use Prevention Education Office
 California Department of Education
 1430 N Street, Suite 6408
 Sacramento, CA 95814-5901

California Department of Education Contact Teressa Chan-Walters		Job Title Associate Governmental Program Analyst	
E-mail Address Tchanwalters@cde.ca.gov		Telephone 9163190195	
Signature of the State Superintendent of Public Instruction or Designee ▶ 		Date September 29, 2023	
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 Jesse Castillo		Title Assistant Superintendent	
E-mail Address jesse-m-castillo@scusd.edu		Telephone (916) 643-9055	
Signature ▶ 		Date 10/9/23	



Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of October 19, 2023 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and Phoenix Construction, an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

RECITALS:

A. DISTRICT intends to construct Oak Ridge Elementary School New Construction, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

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

ARTICLE 1: DUTIES OF THE INSPECTOR

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as

the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations With Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Director of Facilities, or designee, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in

advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications, which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the District and Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be uploaded to the District's construction management program, e-Builder, and shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract

Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;

- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

ARTICLE 2: VIOLATIONS OF THE FIELD ACT

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Director of Facilities, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

ARTICLE 3: TERM

The term of this Agreement shall commence on October 19, 2023 and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

ARTICLE 4: COMPENSATION

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$110 per hour for DSA Class 1; \$105 per hour for DSA Class 2; and \$100 per hour for Class 3. Total compensation shall not exceed **Four Hundred Twenty-Nine Thousand Six Hundred Sixty Dollars (\$429,660)** for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Anthony Lea, Manager of Facilities, Planning and Construction, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, CA 95824. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written

notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.

ARTICLE 6: INDEPENDENT CONTRACTOR

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.

D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of 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 performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything

contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.

ARTICLE 7: FINGERPRINTING REQUIREMENTS

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

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

ARTICLE 8: INDEMNIFICATION AND EXCULPATION

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising out of the negligent acts of omissions of the INSPECTOR in connection with this Agreement; however, the INSPECTOR shall not be obligated under this Agreement to indemnify the DISTRICT, its agents, Contractors, Architects, or others involved in the Project to the extent that the damage is caused by the active or sole negligence of willful misconduct of the DISTRICT or its agents or servants, other than the INSPECTOR.

ARTICLE 9: INSURANCE

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person



- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:	Property Damage:
\$2,000,000 Each Occurrence	\$2,000,000 Each Occurrence
\$2,000,000 Aggregate	\$2,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
\$2,000,000 Each Person/Occurrence	\$2,000,000 Each Occurrence

ARTICLE 10: NOTICE

All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

DISTRICT:

Sacramento City Unified School District
Attn: Tina Alvarez Bevens, Contracts
5735 47th Avenue
Sacramento, CA 95824

INSPECTOR:

George VanDusen
dba Phoenix Construction
8677 Kingdale Avenue
Orangevale CA 95662

ARTICLE 11: NONASSIGNABILITY

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

ARTICLE 12: CONFLICT OF INTEREST

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

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

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



ARTICLE 13: MODIFICATION IN WRITING

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.

ARTICLE 14: NONDISCRIMINATION

It is the policy of the District that in connection with all services performed under Agreement, 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 15: CALIFORNIA LAW

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

ARTICLE 16: BINDING EFFECT

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

ARTICLE 17: SEVERABILITY

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

ARTICLE 18: COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 19: INTERPRETATION

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

ARTICLE 20: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.



**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

PHOENIX CONSTRUCTION

By: _____
Jesse Castillo
Assistant Superintendent

By: _____
George VanDusen

Date

Date



EXHIBIT A

CONTRACTOR CERTIFICATION

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

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

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

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title



PHOENIX CONSTRUCTION

8677 Kingdale Avenue
Orangevale, CA 95662
(916) 539-2512

Contr. Lic. #268157 / DSA Class 1 Project Inspector #6380
www.phoenixconstruction.com / phoenixconstruction@prodigy.net

PROPOSAL FOR INSPECTION SERVICES

Sacramento City Unified School District

September 14, 2023

RE: Project: Oak Ridge Elementary School Campus Replacement
Address: 4501 Martin Luther King Jr. Blvd, Sacramento, CA 95820
DSA App#: 02-120987 File#: 34-53

This Proposal is made and entered into by and between the Sacramento City Unified School District [SCUSD] and George V. VanDusen, dba Phoenix Construction [Inspector]. The Inspector is a registered school construction Project Inspector (DSA Class 1 #6380), as the term is defined by Education Code Section(s) 17311, 81141, & 81143, and has agreed to provide such services. SCUSD hereby hires the Inspector and/or his Associates as an independent Contractor and as a professional expert to provide inspection services for the “OAK RIDGE ELEMENTARY SCHOOL CAMPUS REPLACEMENT” project at 4501 Martin Luther King Jr. Blvd, Sacramento, CA 95820

SCOPE OF WORK:

Inspector will provide professional construction inspection services as a representative of the Authority Having Jurisdiction (AHJ) for the Oak Ridge Elementary School Campus Replacement project, as the Inspector of Record (IOR), and in accordance with the plans and specifications thereof, and the provisions defined in the Division of the State Architect IR A-8 “PROJECT INSPECTOR DUTIES AND PERFORMANCE”, as well as the California Code of Regulations Title 24, Part 1 of the California Administrative Code. Note that the Inspector is not a Safety Inspector and is not an enforcement agent for any jurisdictional safety agency. As such, the Inspector will not be responsible for safety compliance.

COMPENSATION:

The Inspector shall be compensated by the SCUSD at a rate of \$110.00 per hour, for up to 3906 hrs. [approx. 30 months], for a total fee of \$429,660.00. All payment applications are to be approved by SCUSD and unbilled funds are to remain with SCUSD. The Inspector is an Independent Contractor and as such, payments are to be made without deductions. For the purpose of IRS 1099-NEC distributions, the Inspector Tax ID is 94-2171356.

DSA APPROVAL:

The Inspector shall be responsible for completion of, and submitting to the Architect, the required DSA verification of qualifications, and complying with all duties defined in the aforementioned Code of Regulations and Administrative Code (Title 24, Part 1). The Inspector will be responsible for the posting and submittal of all the inspector required forms that will be required by the SCUSD, DSA (“BOX”), and the Architect & Engineer. Note: Non-DSA projects require a DSA-999 Verified Report at the completion of the project, to be filed with DSA.

TERMINATION (failure to perform):

Upon failure to perform by either party, this agreement and engagement of services may be terminated by either party upon thirty (30) days’ written notice.

Signed: _____ Date: _____
Sacramento City Unified School District

Signed: _____ Date: 09/14/2023
George V. VanDusen, DSA #6380



Sacramento City Unified School District

Contract for Services:

Significant Disproportionality Implementation Support

August 2023



GENERAL PROVISIONS

1. Contract

This Contract is entered into this **23rd** day of **August, 2023**, between **Sacramento City Unified School District** (hereinafter referred to as "LEA") and Collaborative Learning Solutions, LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing consultation, coaching, and/or professional learning to LEA. CONTRACTOR and LEA may be referred to individual or collectively as "The Parties".

2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR will verify TB and LiveScan status of all employees.

3. Term of Contract

The term ("Term") of this CONTRACT shall commence on **August 23, 2023** and shall end on **June 30, 2024**.

4. Contract Execution

LEA and CONTRACTOR are responsible for the full execution of this contract upon formal approval by both parties. No contract work shall be requested by LEA or completed by CONTRACTOR without a fully executed contract in place.

Contracts not fully executed within 45 days of LEA approval shall be subject to review and possible revision of fees for contracted services.

ADMINISTRATION OF CONTRACT

5. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

6. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to



administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

7. Contract Termination

Either party may terminate this Contract with or without a material breach by the other party.

To terminate because of a material breach by the other party, the terminating party shall give the other party written notice specifying the material breach in detail. Unless such material breach is cured to the reasonable satisfaction of the terminating party, this Contract shall end on the thirtieth (30th) day after the breaching party's receipt of such written notice.

To terminate the Contract without a material breach, either party shall give the other party written notice of termination which shall end this contract on the sixtieth (60th) after the other party's receipt of such notice.

Upon termination of this Contract without notice of a material breach, CONTRACTOR shall be entitled to additional financial payments to offset financial losses. And as such LEA shall be responsible for making additional financial payments to CONTRACTOR upon early contract termination. To support this contract the CONTRACTOR has hired personnel and allocated staff time to fulfill all contractual obligations. LEA shall be invoiced for 50% of remaining unbilled balance at the time of contract cancellation without a material breach.

In the event of a prepayment of funding by the LEA, the LEA shall forfeit any and all prepaid funds if early contract termination is requested without notice of a material breach.

8. Cancellation/Postponement of Service Days

LEA and CONTRACTOR agree to honor and fulfill scheduled consulting, coaching, and professional development days as mutually agreed upon in advance. In most cases the scheduling of service days will require preparation, schedule coordination, and at times travel time and related travel expenses.

Cancellation or postponement of service days must be communicated in writing to all related parties a minimum of 24 hours in advance. If LEA cancels or postpones a service day less than 24 hours in advance the LEA shall agree to pay for this day at the CONTRACTORS current daily rate plus any related travel expenses incurred which CONTRACTOR is unable to cancel.

9. Delays or Rollovers into the Next School Year

Without an agreed and signed amendment extending the time for performance of this Contract, the Contract shall conclude on the end date stated in Paragraph 3, above, with any unbilled/remaining balance due to the CONTRACTOR. LEA extension requests for a Contract delay or rollover into the next school year for any reason, shall be considered by CONTRACTOR on a case-by-case basis taking into account CONTRACTOR's overhead obligations, staffing, and other obligations. In no case will the CONTRACTOR roll over more than ten percent (10%) of the service days provided in this Contract. Additionally CONTRACTOR will not rollover performance of the Contract's terms for more than seventy (70) calendar days beyond the end date stated in Paragraph 3.



10. Insurance

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$2,000,000 combined single limit.
3. Professional Liability/errors and omissions coverages: \$2,000,000 per occurrence/\$2,000,000 aggregate.

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations through an amendment to this Contract.

11. Indemnification and Hold Harmless

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.



12. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

COMPENSATION

13. Terms and Payment Schedule

Total Contract Amount: \$225,000.

This rate is inclusive of preparation and travel.

The total cost amount includes all consultation, coaching, and professional development services outlined in Section 19.

The LEA shall pay to CONTRACTOR the Contract Amount on the following schedule:

10% Payable upon Contract Execution: \$22,500. The amount payable upon contract execution shall be invoiced NET 30.

Balance payable as follows:

Oct 1, 2023: \$101,250
Jan 1, 2024: \$50,625
Mar 1, 2024: \$50,625

CONTRACTOR will invoice the LEA in accordance with the payment schedule for amounts due. All related invoices shall be NET 30.

CONTRACTOR'S hourly rate is \$625 which equates to a daily rate of \$5,000. This is an all-inclusive rate to include travel, per diem, etc.



14. Independent Contractor

CONTRACTOR'S relationship with LEA will be that of an independent contractor, and nothing in this Agreement will be construed to create an employer-employee, joint venture, partnership, agency or other relationship between LEA and CONTRACTOR. CONTRACTOR has no authority to act on behalf of or to enter into any contract, or to incur any liability on behalf of LEA. LEA agrees that during the term of this Agreement, or any extension or renewal thereof, CONTRACTOR may be engaged by other persons, firms or corporations; provided, however, that the provisions of this Agreement will be strictly observed by CONTRACTOR with respect to such other persons, firms or corporations. CONTRACTOR is solely responsible for all taxes related to the services hereunder including, but not limited to, payments to or taxes for its employees or subcontractors, withholdings and other similar U.S. or international statutory obligations including, without limitation, Workers Compensation Insurance, Social Security, federal, state or any other employee payroll taxes. In the performance of all services hereunder, CONTRACTOR will comply with all applicable laws and regulations.

15. Representations and Warranties

Each Party represents and warrants to the other Party as follows:

That the individual(s) signing this Agreement on behalf of the respective Party has the full right, power, and authority to bind the respective Party to this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE SHALL BE NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY AND ALL SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT (INCLUDING BUT NOT LIMITED TO COPYRIGHT INFRINGEMENT BY LEA TO THIRD PARTIES), MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING OR PERFORMANCE UNDER THIS AGREEMENT

The Parties shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and make effective the services contemplated by this Agreement.

CONTRACTOR shall provide the Services identified in Section 19 in a timely and professional manner and LEA agrees to cooperate and provide information, personnel or documents to CONTRACTOR upon reasonable request and in a timely fashion that enables CONTRACTOR to complete those services identified in Exhibit A.

The Parties represent that no works will infringe on the copyright, patent, trademarks, publicity, privacy, trade secrets or other intellectual property rights of any third party.

16. Limitation on Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY (INCLUDING STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR FOR INTERRUPTED COMMUNICATIONS, INCURRED BY



EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY WITH RESPECT TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION HEREOF.

17. Confidential Information

"Confidential Information" shall include all information delivered by one Party to the other Party during the Term of this Agreement including, but not limited to, any and all methods, processes, strategies, plans, formulas, software, programs, sales and marketing information, technical and financial information, data, know-how, documentation and other information disclosed after the Effective Date, whether disclosed visually, orally, or in writing, and whether or not tangibly recorded, by one Party ("the Disclosing Party") to the other Party ("the Receiving Party"). Except as otherwise provided in this Agreement, each Party considers any and all Confidential Information to be proprietary, and all of the Disclosing Party's Confidential Information shall at all times, and throughout the world, remain the property of the Disclosing Party, exclusively, and all applicable intellectual property rights in Disclosing Party's Confidential Information shall remain the property of the Disclosing Party, exclusively. Upon termination of this Agreement, the Receiving Party shall return to the Disclosing Party all tangible materials and copies thereof containing Confidential Information received from the Disclosing Party.

The Receiving Party agrees to restrict disclosure of the Disclosing Party's Confidential Information to those persons involved who have a "need to know". The Receiving Party and any persons involved on the Receiving Party's behalf: (i) shall maintain the confidentiality of the Disclosing Party's Confidential Information; (ii) shall not disclose such Confidential Information to any third party; and (iii) shall only use such Confidential Information for purposes of performing this Agreement. The Receiving Party agrees to handle the Disclosing Party's Confidential Information with the same degree of care that the Receiving Party applies to its own Confidential Information of similar type, but in no event less than reasonable care.

The obligation to protect the Disclosing Party's Confidential Information and the liability for unauthorized disclosure or use of such information shall not apply with respect to information that: (1) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information; (2) is known, or that becomes known to the general public without breach of this Agreement; (3) was known to the Receiving Party without confidential limitation at the time of disclosure by the Disclosing Party, as evidenced by documentation in the Receiving Party's possession; (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (5) is disclosed in response to a valid order to a court, regulatory agents, or other governmental body in the United States or any political subdivision thereof, but only to the extent and for the purposes stated in such order; provided, however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and cooperate with the Disclosing Party if it desires to seek an appropriate protective order; or (6) is received rightfully and without restriction from a third party.

The parties hereto acknowledge that LEA possesses and will possess non-public information that has been created, discovered or developed by, or has otherwise become known to, LEA (including, without limitation, information created, discovered, developed or made known to CONTRACTOR arising specifically out of its retention as a CONTRACTOR by LEA), and/or in



which property rights have been assigned or otherwise conveyed or disclosed to LEA, which information has commercial value in the business in which LEA is engaged or intends to engage. All of the aforementioned information is hereinafter called "Confidential Information". By way of illustration, but not limitation, Confidential Information includes trademarks, patents, patent applications, trade secrets, research results, processes, formulae, data and know-how, improvements, designs, prototypes, inventions, techniques, technology (whether patentable or not), marketing plans, business plans, strategies, forecasts and customer lists and customer information of LEA. Confidential Information also includes any information which LEA has received from a third party which LEA is obligated to treat as confidential or proprietary.

Excepts as required by law, at all times CONTRACTOR and CONTRACTOR's employees and agents will keep in confidence and trust all Confidential Information and will not disclose, sell, use, lecture on, or publish any Confidential Information without the prior written consent of LEA, except as may be necessary in the ordinary course of performing his, her or its duties as a CONTRACTOR of LEA, and except that CONTRACTOR may disclose such information to his, her or its attorneys, agents and other business representatives as required by law. CONTRACTOR will also use his, her or its good faith efforts to ensure that his, her or its employees and CONTRACTORS also are aware of and comply with these obligations of non-disclosure and non-use.

18. Contract Dispute Resolution

Any disputes or disagreements between LEA and CONTRACTOR regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If a dispute arises under this Contract that the Parties herein cannot resolve, said dispute will be resolved as follows: the parties shall first make a good faith effort to resolve the dispute through mediation within 60 days of the notice of dispute, or pending the Parties' mediator's first date of availability. The mediation shall be conducted in California and unless the parties mutually agree that the mediation will be held remotely, the mediation will be held in a single physical location in Riverside County California.

Neither Party may submit the claim to arbitration until fifteen (15) days after the mediation session between the parties or ninety (90) days after the matter has been first referred to mediation, whichever is the first to occur. If the parties do not resolve the dispute by mediation within the



period described above, either Party shall refer the dispute for resolution by binding Arbitration. If the Parties cannot mutually agree on a single Arbitrator, each party will provide the name one (1) potential Arbitrator. Thereafter, the Parties proffered two potential Arbitrators will then select a third neutral Arbitrator as the sole "Final Arbitrator". The determination of the choice of the Final Arbitrator will be final and binding on the parties. The parties agree to equally share the costs of any mediation and/or binding arbitration.

The arbitration shall be conducted in California and administered by the American Arbitration Association in accordance with its Commercial Rules and, unless the parties mutually agree that the arbitration will be held remotely, the arbitration will be held in a single physical location in Riverside County California. The arbitrator shall have the authority to determine an appropriate remedy in connection with any matter brought before the arbitrator, including sanctions or interlocutory relief with respect to discovery, provided that such remedy must be of a nature which a court could award if the matter had been litigated in a court of competent jurisdiction. The decision of the arbitrator shall be final and binding on all parties. Judgment upon the award rendered by the arbitrator, including any interlocutory relief or sanctions granted or issued by the arbitrator with respect to matters related to discovery, may be entered in any court having jurisdiction thereof.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

In the event a Party refuses to participate in this Contract Dispute Resolution Process identified herein, the Parties hereby agree and consent to the exclusive jurisdiction of Courts of the State of California, County of Riverside.

WORK TO BE PERFORMED

19. Scope of Work/Services

Services to be rendered to LEA by the CONTRACTOR as described below:

Appreciative Inquiry

CLS consultants will conduct an internal evaluation of the district's tiered system of support using the Integrated Framework for Improvement. This framework focuses primarily on the district structures developed to support schools with the implementation of a fully integrated multi-tiered support system (MTSS). A report highlighting strengths and opportunities for growth will be provided along with an executive summary and slide deck for presenting the findings to stakeholders.

Investment: \$25,000

Academic Office Leadership Team (AOLT) Consultation

Consultation and coaching for the Academic Office leadership team focused on the integration of multiple initiatives across the district. Sessions include an annual planning day to establish measurable annual goals for the team and quarterly meetings to set quarterly priorities and evaluate the previous quarter's performance. Consultation also includes meetings with the Chief Academic Officer and members of the leadership team regarding compliance with special education monitoring activities and the recent settlement agreement.



Investment: \$35,000

District Consultation

Consultation support in the following areas: discipline data audit and adjustments related to the BPSB settlement, significant disproportionality (development, implementation and monitoring the CIM for CCEIS plan), implementation of BPSB settlement action, district leadership team consultation for establishing a district-wide integrated framework for MTSS. (10 days)

Investment: \$50,000

Restorative Discipline Guidelines

CLS Consultants will work with a district team to establish a set of universal discipline guidelines that will assist school leadership with responses to student misbehavior that are grounded in restoration and skill acquisition. The guidelines will also provide guidance on the use of removals and exclusionary responses (i.e. suspensions).

Investment: \$25,000

Restorative Practices Training

Restorative practice is a social science that studies how to build social capital and achieve social discipline through participatory learning and decision making. Restorative practices change the way we look at traditional behavior management by promoting the power of relationship and community building, rather than the power of punishment as a motivator. Restorative practices provide a framework and structure for responding to challenging behavior through authentic dialogue, self-reflection, empathy and accountability. CLS Consultants will provide two days of foundational Restorative Practices Training for the district team working to develop a set of Restorative Discipline Guidelines.

Investment: \$10,000

Evaluation of in-district EBD programs

CLS Consultants will conduct an evaluation of the specialized programs serving students with disabilities identified as having significant emotional and behavioral disorders (EBD). The goal of this evaluation is to analyze the current program structures, practices and procedures through the lens of the C5 framework to determine areas of strength and to identify growth opportunities for increasing the effectiveness of the programs.

Investment: \$35,000

Equity Community of Practice (ECOP)

The Equity Community of Practice (ECoP) strategy focuses on identifying root causes of inequities in the educational system and developing change ideas to ensure the highest outcomes for ALL students. Through this strategy affinity groups of stakeholders (i.e. parents and/or caregivers) are trained to analyze quantitative and qualitative data, identify potential root causes, develop change ideas on how to mitigate disparate outcomes, and monitor implementation data. (3 groups)

Investment: \$45,000

Note: Any service/support hours that exceed the hours allocated above, as well as service/support hours that are requested or necessary after June 30, 2024, will be billed in addition to the contract amount at the CONTRACTOR'S published hourly rate specified in Section 13.



20. Miscellaneous:

Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract. For purposes of mediating, arbitrating, or litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Contract, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California.

Force Majeure.

Each Party shall be relieved from performance of any obligation under this Agreement if and while such non-performance is caused, directly or indirectly, by war (declared or undeclared), insurrection, civil disturbance, orders, rules, regulations or decrees of any competent government authority, strikes, labor shortages, pandemic and/or public-health crisis, fire, flood, earthquake, storm, failure of Internet access service, power outage, act of God, or any other event beyond the reasonable control of such Party.

Severability.

Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law.

Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; such counterparts shall together constitute one and the same document. For all purposes, a signature by fax, by email of a PDF file, or by DocuSign shall be treated as an original signature.

Assignment.

This Agreement will be binding upon the Parties, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement may not be assigned by the parties without the prior written consent, which consent may be withheld, at the Parties sole and absolute discretion.

Entire Agreement.

This Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made by any party, or anyone acting on behalf



of any party, that are not embodied in this Agreement with respect to the subject matter hereof.

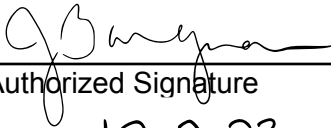
In Witness Whereof, the Parties acknowledge and agree to be bound to the terms of this Agreement as of the Effective Date.

Sacramento City Unified School District

Collaborative Learning Solutions, LLC

Authorized Signature Jesse Castillo
Asst Superintendent

Date _____


Authorized Signature

Date 10-2-23

NOTICES

Notices to LEA shall be addressed to:

Invoices to LEA shall be addressed to:

Name

Name

LEA

LEA

Address

Address

City State Zip

City State Zip

Phone FAX

Phone FAX

Email

Email



Notices to CONTRACTOR shall be addressed to:

Regina Hartman
Name

Collaborative Learning Solutions, LLC
CONTRACTOR

27475 Ynez Rd., Ste. 774
Address

Temecula	CA	92591
City	State	Zip

888-267-6096
Phone FAX

rhartman@clsteam.net
Email

**Master Services and License Agreement
Between
Sacramento City USD
and
Accelerate Education**

Sacramento City USD ("**Customer**") and Accelerate Education Incorporated, a Nevada corporation ("Accelerate") enter into this Master Services and License Agreement (the "**Agreement**") as of the 1st day of July, 2022.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, and any Accelerate Intellectual Property (defined below) incorporated therein, which Accelerate may from time to time provide to Customer hereunder (collectively, the "**Licensed Materials**"), and which Customer and Accelerate agree shall be listed in Exhibit A, which is incorporated herein by this reference. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof.

"Accelerate Intellectual Property" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including without limitation, developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive license during the Term to access and use the Licensed Materials listed in Exhibit A during the Term of this Agreement for Customer's internal business purposes, provided Customer complies with the other restrictions in this Section 3).

Copies of the Licensed Materials created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Licensed Materials themselves. Furthermore, Customer receives no rights to the Licensed Materials other than those specifically granted in this Section 3. Without limiting the generality of the foregoing, Customer receives no right to and shall not: (a) modify, create derivative works from, distribute, publicly display, or publicly perform the Licensed Materials; (b) sublicense or otherwise transfer any of the rights granted in this Section 3 except as expressly provided herein; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Licensed Materials; or (d) use the Licensed Materials for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Licensed Materials, including without limitation as software-as-a-service. Accelerate grants the license in this Section 3 under copyright and also, solely to the extent necessary to exercise such rights, under patent and any other intellectual property rights. Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

4) Term and Termination

Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall continue until June 30, 2023. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12-month periods (each, a "Renewal Term") unless either party notifies the other in writing at least thirty (30) days prior to the end of the then current Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

Effect of Termination. Upon termination of this Agreement, the licenses granted in Section 3 will terminate, Customer shall cease all use of the Licensed Materials and delete all copies in its possession or control, and each party shall promptly return any property of the other's. The following provisions will survive termination of this Agreement: (a) any obligation of Customer to pay for Licensed Materials or services rendered before termination; (b) Sections 10 (Confidentiality), 6 (Data Use Restrictions), 13 (Indemnity), 10 (Disclaimer/Limited Liability), and 14 (Dispute Resolution and Arbitration); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in Exhibit B, which is attached hereto, and incorporated herein by this reference.

If Customer is hosting Licensed Materials, such Customer will provide Accelerate with enrollment reports on a monthly basis throughout the term of this Agreement (each, an "Enrollment Report") which included Student Identifier, Course Title, Start Date, End Date, Status (Active, Completed, Withdrawn, etc.). Accelerate shall invoice Customer for Licensed Materials in Exhibit A.

Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Data Management and Privacy

Data Ownership and License. Customer hereby grants Accelerate a limited license to reproduce and otherwise manage Customer Data (defined below) during the Term in accordance with this Agreement. ("Customer Data" means all information processed or stored in accordance with this Agreement by Customer or on Customer's behalf. Customer Data includes, without limitation, personal information and other information provided by Customer's customers, students, employees, and other users and by other third parties, other information generated through use of the Licensed Materials by or on Customer's behalf, and copies of all such information rendered onto paper or other non-electronic media).

Use and Disclosure. Accelerate may access and use Customer Data solely as necessary to provide the Licensed Materials to Customer, and unless it receives Customer's prior written consent, Accelerate: (1) shall not access or use Customer Data for any purpose other than to perform its obligations under this Agreement; and (2) shall not "sell" any Customer Data, as such term is defined under the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, each as amended from time to time. Notwithstanding the foregoing sentence, Accelerate may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Accelerate shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

Aggregate/Anonymized Data. Notwithstanding the foregoing paragraph (Use and Disclosure), Customer hereby authorizes Accelerate: (1) to Anonymize (as defined below) Customer Data and to combine it with data from other customers into a new aggregate dataset; and (2) to use such Anonymized or aggregated Customer Data for any legal business purpose, including without limitation for distribution to third parties. ("Anonymize" refers to removal of personal information and any information reasonably likely to identify a company or other business entity.)

7) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

FERPA. Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

8) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Customer represents and warrants that it will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of Accelerate or any third-party.

Customer represents and warrants that: (a) it has and will collect any and all Customer Data (defined below) in compliance with all applicable laws, including without limitation laws on privacy, security, and disclosure of personal information; and (b) it has and will obtain such consents as are required by applicable law for Accelerate to access and process the Customer Data as authorized by to this Agreement.

Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials. Notwithstanding the generality of the foregoing, Customer shall comply with its obligations in Exhibit C attached hereto, which is incorporated herein by this reference.

9) Disclaimer; Limited Liability

ASIDE FROM THE EXPRESS WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO ACCELERATE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER-INCIDENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER

FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE EVEN IF ACCELERATE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. For clarity, and without limiting the generality of the foregoing, Licensed Materials are the Confidential Information of Accelerate. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. Furthermore, Accelerate has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer provides to Accelerate, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Accelerate's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services. Feedback does not include any suggestion or idea to the extent that it solely addresses Customer's products or services.) The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Sacramento City USD	Accelerate Education
5735 47 th Ave	3655 W Anthem Way Suite A-109237
Sacramento, CA 95824	Anthem, AZ 85086
Tel: 916-643-7400	Tel: 866-705-5575
Fax:	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Accelerate Indemnity: Accelerate shall defend and indemnify Customer against any third party claim, suit, or proceeding ("Claim") arising out of, related to, or alleging infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right as a result of Customer's authorized use of the Licensed Materials (an "Infringement Claim"). However, Infringement Claims do not include, and Accelerate's obligations in the preceding sentence do not apply to, any claim, suit, or proceeding to the extent that it arises out of, relates to, or alleges:

- (v) Customer's breach of this Agreement;
- (ii) revisions to the Licensed Materials made without Accelerate's written consent;
- (iii) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement or misappropriation, provided Accelerate offered such updates and upgrades without compensation not otherwise required by this Agreement;
- (iv) Accelerate's creation or modification of the Licensed Materials in compliance with specifications furnished by Customer; or
- (v) use of the Licensed Materials in combination with hardware, software, or other products or services not provided by Accelerate.

Customer Indemnity: Customer shall defend and indemnify Accelerate and Accelerate's officers, directors, employees, shareholders, parents, subsidiaries, successors and assigns against any Claim arising out of, related to, or alleging Customer's breach of its representations, warranties, or obligations under this Agreement.

Procedures for Claims. The indemnified party shall provide prompt notice of any indemnified Claim and reasonably cooperate with indemnitor's defense. Indemnitor will control the defense of any indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (i) if the indemnitor fails to assume the defense on time to avoid prejudicing the defense, the indemnified party may defend the indemnified Claim, without loss of rights pursuant to this Section 13, until indemnitor assumes the defense; and (ii) indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligation. Indemnitor's obligations will be excused if either of the following materially prejudices the defense: (A) indemnified party's failure to provide prompt notice of the indemnified Claim; or (B) indemnified party's failure reasonably to cooperate in the defense.

14) Dispute Resolution & Arbitration

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Arizona. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Amendment

Except as expressly provided in Section 5), this Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

18) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written.

Accelerate Education

By: _____
Michael Axtman, President/CEO

Sacramento City USD

By: Rose Ramos
Printed Name: Rose Ramos
Title: CBO

**Exhibit A
Licensed Materials**



Credit Recovery Course Catalog

<p>Language Arts</p> <p>Language Arts 9 A&B* Language Arts 10 A&B* Language Arts 11 A&B* Language Arts 12 A&B*</p>	<p>Electives</p> <p>Art Appreciation Art History Character Education Child Development Marine Science Paleontology Renewable Energy Psychology Sociology Space Exploration Media & Communication Medicine Study Skills & Strategies Theater Studies</p>
<p>Mathematics</p> <p>Algebra 1 A&B* Algebra 2 A&B* Geometry A&B* Integrated Math 1 A&B* Integrated Math 2 A&B* Integrated Math 3 A&B* Consumer Math A&B Pre-Algebra A&B Pre-Calculus A&B</p>	<p>World Languages</p> <p>Spanish 1 A&B Spanish 2 A&B Spanish 3 A&B French 1 A&B French 2 A&B German 1 A&B German 2 A&B</p>
<p>Science</p> <p>Biology A&B* Chemistry A&B* Physics A&B* Earth Science A&B* Physical Science A&B*</p>	<p>Health and P.E.</p> <p>Health Physical Education</p>
<p>Social Studies</p> <p>American Government* American History A&B* World History A&B* Economics* Civics* World Geography & Cultures A&B*</p>	

School Year 2022-2023

*Course has an Optional Adaptive Assessment Model

Exhibit B Pricing and Payment Schedule

1500	Credit Recovery Seat with Instruction	User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the year. Includes Content, Hosting, Support, and Instruction from CA Cert HQ Teachers. Bio/Chem/Physics included virtual labs. Invoicing would occur July 2022.	\$179.90	\$269,850.00
0	Credit Recovery Summer Seat with Instruction	Summer Session User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the summer school session. Price is per Seat. Includes Content, Hosting, Support, and Instruction.	\$88.00	\$0.00

Additional Information

- | |
|---|
| <ul style="list-style-type: none"> - Once a student completes or drops from a Seat, License is open for another student - Actual Seat usage above the initial pre-purchased amount will be invoiced periodically during the year - Physical Materials not Included - IDEAL Learning Library if hosted by AE - CMS Edit for Full Time Seats if hosted by AE - School branded login page and logo within LMS included for Full Time Seats |
|---|

Subtotal	\$269,850.00
Tax	\$0.00
Total	\$269,850.00

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate (“Fitness Courses”) agree in writing to be bound by and to comply with the consent and release terms of use (“Terms of Use”) set forth below, and the code of conduct (“Code of Conduct”) set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent’s permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the “Releasees”). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee’s own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.

2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Print Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement.

Accelerate Education

By: _____

Printed Name: Michael Axtman

Title: President / CEO

Customer

DocuSigned by:

By: Rose Ramos

Printed Name: Rose Ramos

Title: Chief Business Officer

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services

And

Nexplore

The Sacramento City Unified School District (“District” or “SCUSD”) and Nexplore (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 2, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires the Contractor to provide evidence-informed programs that are aligned with Next Generation Science Standards and programming that supports the development of confidence, empathy, self awareness and interpersonal skills for students during the Sacramento City Unified School District’s Expanded Learning Programs at Camellia Basic, John Bidwell, Phoebe Hearst, Tahoe, Washington, Sam Brannan Middle School, School of Science and Engineering, David Lubin, Rosa Park K-8, and Fern Bacon Middle School; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 20 students per session for 20 weeks at the ten school sites mentioned above; (2) students will engage in an enrichment course of school site choice. Courses to choose from include: Makers Club, Build A Bot, Science Wiz, Architecture, LegoRobotics, Zumba Kids, Fashion, Capoeira, etc.; (3) Nexplore programs will support Critical thinking, problem-solving, and logical reasoning; (4) Nexplore programs will support STEAM knowledge and skills, intrapersonal and interpersonal social skills, and physical health and fitness; (5) sessions will be 60 minutes in length, two sessions per week at each school site for 20 weeks; and type of program will be based on school site need and grade level; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

A. Roles and Responsibilities.

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

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

B. Payment. For providing the obligations pursuant to this Agreement, Nexlore Program shall invoice the District in three installments (November, February and May) not to exceed the total amount of **\$130,000**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement and completion of Final Impact Report.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Nexlore Program and each of Nexlore Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

- Sexual Abuse and Molestation Insurance

- a. Sexual Abuse and Molestation Insurance is required with limits not less than one million dollars (\$1,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Please note: The copy of the insurance must be submitted with the signed contract.

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

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

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

G. Period of Agreement. The term of this Agreement shall be from October 2, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. Nexplere Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses,

including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Nexplere Program, any subcontractor, anyone directly or indirectly employed by Nexplere Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____
Jesse M. Castillo, Assistant Superintendent
Business Services
Date

CONTRACTOR:

By:  _____
Nexplore
9/19/2023
Date

Print Name: Izidor Larea

Title: CEO

Address: 20241 NE 16th Place, Miami FL 33179

Phone Number: 786-768-6111

Email: dori@nexploreusa.com

**MOU- SCUSD Youth Development Support Services & Nexlore
 Scope of Work 2023-24 School Year
 Attachment A**

Description of Service	Nexlore Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Nexlore will plan, implement, modify and evaluate Nexlore programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Nexlore staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● The supplemental provider staff will always work in the presence of main provider staff at the site. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: November 2023 February 2024 May 2024</p>
<p>Program Management & Facilitation: Nexlore will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Nexlore and the District 	<p>On-going</p>
<p>Program Evaluation: Nexlore will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program on or before June 14, 2024, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
<p>Program Planning Program; Management; Program Evaluation YDSS will:</p>	<ul style="list-style-type: none"> ● SCUSD YDSS will pay Nexlore Program the total amount of \$130,000. ● Train Nexlore Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Nexlore’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	CONTACT NAME: Amanda Sullivan
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Philadelphia Ins Company
INSURED Nexlore Nexlore LLC; Nexlore USA; Nexlore Franchise Group LLC Mind Lab South Florida LLC Db: Nexlore 20241 NE 16th Pl Miami, FL 33179	INSURER B : Markel American Insurance Co 28932
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2485439	12/26/2022	12/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2485439	12/26/2022	12/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident			AMM2609-03	12/7/2022	12/7/2023	Agg Limit of Indemni 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sacramento City Unified School District is included as Additional Insured with respects to General Liability as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

CERTIFICATE HOLDER

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Riemer Insurance Group, Inc.		NAMED INSURED Nexplore Nexplore LLC; Nexplore USA; Nexplore Franchise Group LLC Mind Lab South Florida LLC Dba: Nexplore 20241 NE 16th Pl Miami, FL 33179	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Continued
Cyber Liability:

Carrier: Coalition Insurance Solutions
Policy Number: C-4NH9-250183-CYBER-2023
Policy Term: 8/24/2023 to 8/23/2024

Aggregate Policy Limit of Liability \$2,000,000
Per Event Limit of Liability \$2,000,000

Third Party Security & Privacy:

- A. Network and Information Security Liability \$2,000,000
- B. Regulatory Defense & Penalties \$2,000,000
- F. Breach Response Services 72 hours following notification to Breach Response
- G. Breach Response Services \$2,000,000
- H. Crisis Management and Public Relations \$2,000,000
- I. Ransomware and Cyber Extortion \$2,000,000
- J. Direct and Contingent Business Interruption \$2,000,000 and Extra Expense Security & Systems Failure
- i. Waiting period: 8 hours, ii. Enhanced waiting period: 1 hour
- L. Digital Asset Restoration \$2,000,000
- N. Reputational Harm Loss \$2,000,000

Abusive Conduct Liability:

Carrier: Markel American Inc. Co.
Policy Number: AMM2609-03
Policy Term: 12/7/2022 to 12/7/2023
Limits \$1,000,000 Each Occurrence, \$2,000,000 Aggregate

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

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

And

Science Alliance

The Sacramento City Unified School District (“District” or “SCUSD”) and Science Alliance (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 2, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires the Contractor to provide a hands-on, grade-specific, NGSS-based lessons to excite and educate students around STEM during the Sacramento City Unified School District’s Expanded Learning Programs at Abraham Lincoln, AM Winn, Caleb Greenwood, Elder Creek, John Cabrillo, Leataata Floyd, OW Erlewine, Suy:u, Sequoia, MLK Jr, and Matsuyama; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 20 students per session for 31 weeks at the eleven school sites mentioned above; (2) students will strengthen their science education through exciting discoveries; (3) through building, experimenting, and entertainment students will participate in programs that allow them to become familiar with STEM concepts in a visual and interactive manner; (4) sessions will be 60 minutes in length, two sessions per week at each school site for 31 weeks; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

A. Roles and Responsibilities.

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

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

B. Payment. For providing the obligations pursuant to this Agreement, Science Alliance Program shall invoice the District in three installments (November, February and May) not to exceed the total amount of **\$136,400**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement and completion of Final Impact Report.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Science Alliance Program and each of Science Alliance Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

● **Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than one million dollars (\$1,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Please note: The copy of the insurance must be submitted with the signed contract.

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

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

G. Period of Agreement. The term of this Agreement shall be from October 2, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. Science Alliance Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses,

expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Science Alliance Program, any subcontractor, anyone directly or indirectly employed by Science Alliance Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By:

Jesse M. Castillo, Assistant Superintendent
Business Services

Date

CONTRACTOR:

By:

Science Alliance
Science Alliance

9/22/2023
Date

Print Name:

Jen Young

Title:

Owner/Director

Address:

4314 Hussey dr. Carmichael CA. 95608

Phone Number:

209-263-2303

Email:

yourfriends@sciencealliance.info

**MOU- SCUSD Youth Development Support Services & Science Alliance
Scope of Work 2023-24 School Year
Attachment A**

Description of Service	Science Alliance Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Science Alliance will plan, implement, modify and evaluate Science Alliance programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Science Alliance staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: November 2023 February 2024 May 2024</p>
<p>Program Management & Facilitation: Science Alliance will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Science Alliance and the District 	<p>On-going</p>
<p>Program Evaluation: Science Alliance will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program on or before June 14, 2024, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
Program Planning Program; Management; Program Evaluation YDSS will:	<ul style="list-style-type: none"> ● SCUSD YDSS will pay the Science Alliance Program the total amount of \$136,400. ● Train Science Alliance Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Science Alliance’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

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

And

Dream Enrichment Classes

The Sacramento City Unified School District (“District” or “SCUSD”) and Dream Enrichment Classes (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 2, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires the Contractor to provide art, STEM and creative enrichment classes to excite and educate students during the Sacramento City Unified School District’s Expanded Learning Program at Caroline Wenzel, Genevieve Didion, Golden Empire, Martin Luther King Jr, Matsuyama, Phoenix Park, Sutterville Elementary, Theodore Judah, Camellia Basic, Ethel Phillips, and Nicholas Elementary; and

WHEREAS, the ultimate goals of the Agreement are (1) meet with at least 20 students per session for 31 weeks at the eleven school sites mentioned above; (2) students will engage in either Firefly Art, Early Engineers, Honeycode Video Game Coding, or Chess Academy; (3) sessions will be 60 minutes in length, two sessions per week at each school site for 31 weeks; (4) type of program will be based on school site need and grade level; (5) Chess Program students will learn how to play chess as well as learn about openings, endgames, different tactics, and strategies; (6) Firefly Art Program will teach students about different art skills or techniques that are commonly seen in a variety of art media; (7) Minecraft Coding tech camp students become the ruler of their own world, controlling their mobs and creatures and learning to change, customize and edit their tools and resources; (8) Early Engineers students will participate in a lego-based robotics program where kids build a new robot each class and write code to control their robot; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

A. Roles and Responsibilities.

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

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

B. Payment. For providing the obligations pursuant to this Agreement, Dream Enrichment Program shall invoice the District in three installments (November, February and May) not to exceed the total amount of **\$136,400**. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement and completion of Final Impact Report.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Dream Enrichment Program and each of Dream Enrichment Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

- **Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than one million dollars (\$1,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Please note: The copy of the insurance must be submitted with the signed contract.

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

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

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

G. Period of Agreement. The term of this Agreement shall be from October 2, 2023 through June 14, 2024. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

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

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

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

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

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

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

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

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

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

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


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

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

DISTRICT:

By: _____
Jesse M. Castillo, Assistant Superintendent
Business Services
Date

CONTRACTOR:

By: 
Dream Enrichment
9/23/2023
Date

Print Name: Santosh Sangras

Title: Executive Director, Dream Enrichment Classes

Address: 1820 Tribute Rd, STE F, Sacramento, CA 95815

Phone Number: 916-419-7644

Email: helpful@dreamclasses.org

**MOU- SCUSD Youth Development Support Services & Dream Enrichment
Scope of Work 2023-24 School Year
Attachment A**

Description of Service	Dream Enrichment Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Dream Enrichment will plan, implement, modify and evaluate Dream Enrichment programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Dream Enrichment staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● The supplemental provider staff will always work in the presence of main provider staff at the site. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: November 2023 February 2024 May 2024</p>
<p>Program Management & Facilitation: Dream Enrichment will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site Expanded Learning Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Dream Enrichment and the District 	<p>On-going</p>
<p>Program Evaluation: Dream Enrichment will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2024) ● Provide final impact report on the impact and overall outcomes of the program on or before June 14, 2024, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
<p>Program Planning Program; Management; Program Evaluation YDSS will:</p>	<ul style="list-style-type: none"> ● SCUSD YDSS will pay Dream Enrichment Program the total amount of \$136,400. ● Train Dream Enrichment Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Dream Enrichment’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site. ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EJMS Insurance Services PO Box 33289 Los Gatos, CA 95031 Edward Szylo	408.402.0400	CONTACT NAME: Edward Szylo PHONE (A/C, No, Ext): 408.402.0400 E-MAIL ADDRESS: eszylo@ejms.com	FAX (A/C, No): 408.402.0401
	INSURED Thinking Tree Inc DBA Dream Enrichment Classes 1820 Tribute Road Ste F Sacramento, CA 95815-4307		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Prop & Cas Ins Co of Hartford INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		PHPK2521457	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2521457	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB852422	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 SAM \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WECAK5RSU	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educator Liability			PHPK2521457	03/01/2023	03/01/2024	Claim/Agg 1M/2M
A	SAM Coverage			PHPK2521457	03/01/2023	03/01/2024	Claim/Agg 1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sacramento City Unified School District is named as additional insured per endorsement CG 20 26 04 13 (see attached).

CERTIFICATE HOLDER CANCELLATION

SACCITY Sacramento City Unified School District 5735 47th Ave. Sacramento, CA 95824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Sacramento City Unified School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



This Sales and Services Agreement (this "Agreement"), dated September 7, 2023 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of Merced campus, and Sacramento City Unified School District (SDUSD) ("Client"), having a principal place of business at 5735 47th Avenue, Sacramento, CA 95824.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

Section 1 – Term and Termination.

1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

Section 2 – Statement of Work.

2.1. Services.

University shall perform the services set forth in Exhibit A (the “Services”).

2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

Section 3 – Fees and Payment Schedule.

3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

Section 4 – Insurance.

Section 4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 5 – Indemnification.

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

Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision complies with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

Section 8 – Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University with written notification to that identifies such Client Materials, including their export classification.

Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

Section 10 – Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

Section 11 – Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A

Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – Sacramento City Unified School District - University of California

Section 12 – Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

Section 14 – Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

Section 15 – Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

Section 16 – Severability.

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Section 17 – Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

Section 18 – Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

Section 19 – Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

Section 20 – Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

Section 21 – Signatures and Counterparts.

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

Section 22 – Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

Section 23 - Authority of Parties/Signatories.

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

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
MERCED CAMPUS ("University")

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By:

By:

Name:

Name: [Jesse Castillo](#)

Title:

Title: [Asst Superintendent](#)

Date:

Date:

EXHIBIT A – STATEMENT OF WORK

I. PARTIES

Client

Full Legal Name: Sacramento Unified School District

Address: 5735 47th Avenue, Sacramento, CA 95824

Phone Number: 916-730-5269

Client Contact: Lisa Allen, Interim Superintendent

Invoice Remittance Address/Instructions: Invoice will be sent in April to Jesse Castillo, Assistant Superintendent of Business Services via email jesse-m-castillo@scusd.edu

University

Name (of Campus/Department): Center for Educational Partnerships

Address: 550 E Shaw Avenue, Suite 155, Fresno, CA 93710

Phone Number: 559-241-7475

University Contact: Orquidea Largo

II. TERM OF AGREEMENT

This Agreement begins on July 1, 2023, and ends on June 30, 2025, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

III. STATEMENT OF WORK

Services: The University agrees to provide technical assistance with the following modules:

- a) A-G Monitoring,
- b) Early Identification & Intervention Systems; and
- c) Guidance and Counseling.

The University represents that it has all licenses, permissions, and legal qualifications to perform this agreement.

This agreement shall begin on July 1, 2023, and shall terminate on June 30, 2025. There shall be no extension of the agreement term without all parties' written consent. The second year of this agreement will include a 5% increase to the total of \$192,810.89 annually.

IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):

Year 1) \$192,810.89,

Year 2) \$202,451.43 including the 5% increase.

Payment Schedule: University will invoice in May 2024; and May 2025

Terms of Payment: Net30

Form of Payment: Check

Invoicing Address:

Sacramento City Unified School District

5735 47th Avenue

Sacramento, CA 95824

ACA Complete - Master Services Agreement

This Master Services Agreement (the "Agreement"), along with the General Terms of Service, <https://trusaic.com/terms-of-service/>, and Order Schedule, sets forth the terms of the agreement for **ACA Complete**[®] services relating to Trusaic's Patient Protection and Affordable Care Act ("ACA") and Client.

ACA Complete - Included Services & Deliverables		
A. Assurance and Consulting	A1. <u>Annual ACA Compliance Review</u>: Perform annual review of Client's healthcare coverage plan documents; set up Client workforce and benefits offerings profile; establish full time measurement methodology, including measurement and stability periods for Client's variable/part-time and seasonal workforce if under Look-Back Measurement Method.	✓
	A2. <u>IRS ACA Audit Representation Assistance</u>: Maintain ACA reporting documentation and provide representation assistance in response to IRS ACA Audit (Letter 226J or variant). ¹	✓
	A3. <u>Dedicated ACA Implementation Consultant</u>: Consulting and project management around software provisioning, data & reporting acceptance, ACA health plan compliance review, and IRS measurement, administrative and stability period configuration.	✓
	A4. <u>Dedicated ACA Client Services Associate</u>: Ongoing consultative oversight and project management around ACA Compliance Tracking Analytics & ACA Filing & Fulfillment.	✓
	A5. <u>Unlimited Customer Service & Technical Support</u>: Client has direct phone, email, and virtual meeting access to designated personnel resources with no limits on support time, ensuring deep regulatory assurance.	✓
	A6. <u>ACA Regulatory Methodology Summary</u>: Provide audit-ready documentation of regulatory methodology around: ACA FT determination and measurement calculations; affordability calculations; and compliance requirements with waiting period limitation and minimum value criteria.	✓
B. Compliance Tracking ²	B1. <u>Monthly or Annual Data Consolidation and Validation</u>: Perform payroll, leave and benefits data consolidation and validation to create and maintain "Single Source of Truth" ACA database. Perform automated application of ACA "Break in Service" & "Rule of Parity" rules.	✓
	B2. <u>ACA Full-Time Status Determination & Offer of Coverage Tracking</u>: Identify ACA Full Time employees newly eligible for an offer of coverage and required start date. Includes "Initial Measurement" and "Standard Measurement" calculations under the Look-Back Measurement Method, and Monthly Measurement Method if applicable.	✓
	B3. <u>ACA Affordability Calculations & Safe Harbor Application</u>: Track ACA affordability of coverage offered.	✓
	B4. <u>ACA Pending Required Offers of Coverage</u>: Identify employees newly eligible for an offer of coverage and timing of required notices of offers of coverage.	✓
	B5. <u>ACA Missing Offers of Coverage Alerts</u>: Identify ACA Full Time employees missing offers of coverage.	✓
	B6. <u>ACA Penalty Exposure Monitoring</u> - 4980H(a)&(b) penalty exposure analytics.	✓
C. Filings and Fulfillment	C1. <u>1095-C Codes Determination</u>: Trusaic determines 1095-C codes using underlying data and ACA calculations.	✓
	C2. <u>Forms Preparation</u>: Prepare Forms 1094-C/1095-C, including 1095-C part III Enrolled Data for Self-Insured Client. Provide PDF format of files for client download.	✓
	C3. <u>U.S. Mail Distribution</u>: Distribute IRS Forms 1095-C (disclosures) to applicable employees by U.S. mail.	✓
	C4. <u>IRS E-Filing</u>: IRS e-filing of 1094/1095-C forms. Perform up to three resubmissions.	✓
	C5. <u>ACA State Filing</u> (if applicable) <ul style="list-style-type: none"> • CA, RI, NJ (self-funded enrollees) - XML format data submission to state filing agency • DC (applicable state residents) - .TXT format data submission to state filing agency 	✓
D. Other Optional Services	D1. <u>Employer Aggregation Group Analysis</u> ³ : Identify employer aggregated groups based on analysis of all potentially related entities identified by Client based on identified ownership, affiliation and/or other working inter-relationships to identify all ALE members.	
	D2. <u>Exchange Notice Appeals</u>: Establish protocol for prompt receipt of Exchange Section 4980H penalty notices; and respond to Exchange notices during 90-day window. ⁴	

Term

This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the later of three years from Effective Date or until the last deliverable for the reporting year(s) listed in the Order Schedule (the "Initial Term"). This Agreement shall automatically renew for the successive reporting year (each, an "Additional Term") unless either party provides written notice of termination no later than November 30th prior to the applicable Additional Term. Each Additional Term is subject to the same terms and conditions herein.⁵

¹ This Service consists of assistance with written and/or telephonic communications with the IRS only (e.g., Letter 226J response) and apply only if all of the following conditions apply: (1) for the reporting year(s) covered by this Agreement; (2) for work performed by Trusaic under Services B, C.2, and/or D.1; and (3) for IRS ACA Audits (Letter 226J or variant) reported by the Client to Trusaic. Any additional assistance, including office audits (IRS office), field audits (e.g., Client's place of business) and audit appeals, are excluded but may be provided at an hourly fee of \$395 plus reimbursement of any expenses.

² For reporting years prior to the current reporting year, Included Services B.1 through B.6 are provided in annualized form, as applicable.

³ Atypical analyses requiring more than 5 hours may require additional costs.

⁴ This service is limited to Exchange Notice Appeals that meet all the following conditions: (1) for reporting year(s) covered by this Agreement; and (2) that are for issued Exchange Notices and reported to Trusaic during the term of this Agreement.

⁵ Any Additional Term is subject to an annual adjustment based on the Consumer Price Index.

General Client Requirements

- (i) Client shall provide Trusaic with all requested client data ("Client Data"). If Trusaic's review of Client Data identifies any apparent inaccuracies or incomplete information therein that is necessary for inclusion in the applicable Forms, Trusaic will notify Client and Trusaic will not prepare any Forms for distribution and/or filing with the applicable reporting agency until after such time that Client provides Trusaic with complete and accurate Client Data ("Complete Client Data").
- (ii) Client shall furnish Complete Client Data files (including, but not limited to, payroll data and health benefits data files) in strict compliance with the formatting requirements provided by Trusaic (as necessary to comply with guidelines for electronic filing with the applicable reporting agency).
- (iii) Client healthcare benefits Client Data files must contain all information requested by Trusaic, which may include, but is not limited to, the following: for each employee: (1) name; (2) social security number ("SSN"); (3) coverage job classification (e.g., officer, manager); (4) offer of coverage start and end date(s); (5) enrollment start and end date(s); and (6) for each employee's dependent(s); (a) name; (b) SSN or date of birth; and (c) enrollment start and end date(s).
- (iv) If the Look-Back Measurement Method is applied, Client must furnish all requested Client Data for the required measurement period(s). For prior reporting years, Client further acknowledges that while Trusaic, at Client's instruction, may apply measurement, stability and administration periods to determine Client's employees' full-time status under the Look-Back Measurement Method for the reporting year(s) differing from that previously filed with the applicable agency, Trusaic does not warrant or guarantee that the applicable agency will accept or permit any such change.
- (v) Client shall furnish all Complete Client Data to Trusaic in a timely manner. Generally, for Compliance Tracking and/or Forms Preparation, Distribution and/or Filing Services, this requires Client to furnish Complete Client Data for all prior months of the current reporting year and any prior reporting year(s) within thirty (30) days of the Effective Date. Client shall furnish Complete Client Data to Trusaic for each month of the reporting year thereafter within thirty (30) days of the end of each such month, provided, however, Complete Client Data for the full reporting year must be provided to Trusaic by no later than January 8th of the following year. With respect to Trusaic's written requests for specific Client Data, Client shall furnish within 14 days of the request unless earlier is required.
- (vi) Failure to timely provide Complete Client Data and/or meet any of the other deadlines referenced herein may result in delaying Trusaic's completion of the Services until after one or more applicable reporting agency deadlines without any liability to Trusaic.
- (vii) Client is required to cooperate in securing any available and applicable government reporting agency extensions deemed necessary by Trusaic.
- (viii) If Client executes the Agreement on or after November 8th of the reporting year for services for that reporting year or prior reporting year, Client acknowledges that the applicable agency filing/furnishing deadlines for the reporting year(s) have passed or may pass prior to the delivery and/or filing of the Forms (in pdf form or equivalent).**
- (ix) Revision/Additional Work Costs:
 - All Client Data files must be furnished to or accessible by Trusaic in a readily transferrable electronic format (e.g., CSV, Excel). Client is responsible for any third-party fees to extract or gain access to Client Data required for Trusaic to provide its contracted services or deliverables, for which the Client is solely responsible.
 - Trusaic shall not be required to access Client Data from more than two data sources, which must consist of no more than one (1) payroll system and one (1) benefit administration ("BenAdmin") system. A \$3,000 fee for each additional/new data source will be assessed.
 - A \$750 fee will be assessed for each resubmission of a Client Data file to Trusaic that occurs more than 24 hours after the prior submission.
 - A fee equal to twenty percent (20%) of the total Compliance Tracking Fees for the reporting year will be assessed if, through no fault of Trusaic, Client resubmits Client Data to Trusaic after delivery to Client of the Forms requiring their reprocessing and reissuance to Client.
 - Trusaic shall provide up to three (3) filing resubmissions, as needed, at no additional cost to Client. A \$750 re-filing fee will be assessed for each errors-correction resubmission thereafter that is necessitated through no fault of Trusaic.

Value Add-Ons Client Requirements

- (i) *Optional Service D.1 (Employer Aggregation Group Analysis)*: Client shall timely furnish all requested ownership and working inter-relationship of all potentially related entities covering each applicable reporting year and the preceding calendar year.
- (ii) *Optional Service D.2 (Exchange Notice Appeals)*: Client shall promptly furnish all Exchange Notices and, in any event, no later than five (5) days from receipt.

Billing

- For *Included Services A.1 through A.6, B.1 through B.6, C.1, and C.2 (ACA Assurance & Consulting, ACA Compliance Tracking, 1095-C Codes Determination, Forms Preparation)*. Upon execution of the Agreement, Client will be invoiced on the Implementation Fee and Annual Fees for all reporting years covered in the Initial Term ("Initial Payment"), and invoiced accordingly. For all subsequent reporting year(s) in the Additional Term, Client will be invoiced for the Annual Fees and Filing Fees in December before commencement of the Additional Term.
 - The employee counts are determined as follows: (i) For reporting years that fall *prior* to the calendar year in which the Agreement is executed - the Annual Fees will be based on the actual W-2 employee count for such reporting years. (ii) For reporting years that fall *on or after* the year the Agreement is executed - the Annual Fees for such reporting years will be based on the prior year-end W-2 employee count ("Prior Year W-2 Count"), which shall be determined as the total number of W-2 employees who were paid wages at any time during the calendar year immediately preceding the relevant reporting year⁶.
 - Trusaic may determine the W-2 employee count either by (a) calculating the count based on Client's payroll records transmitted to Trusaic ("Reporting Year Payroll Employee Count") or (b) based on Client's actual W-2 employee counts from W-2 and/or W-3 IRS tax form records. In the event of a discrepancy between the two counts, Trusaic is entitled to bill using the higher of the two counts. On an annual basis, if requested, Client shall provide Trusaic the Prior Year W-2 Count by no later than January 31st of the year in which Form W-2s must be furnished to Client's employees. If either the Reporting Year Payroll Employee Count or Reporting Year W-2 Count exceeds the applicable Prior Year W-2 Count by more than 10%, Trusaic shall be entitled to a true up payment for the difference.
 - Trusaic reserves the right to withhold commencement of Services until after receipt of the Initial Payment and documentation of W-2 employee count for all selected prior reporting years.
- For *Services C.3, C.4 and C.5 (U.S. Mail Distribution, IRS E-Filing of 1094-C & 1095-C's and ACA State Filing)*: Client will be invoiced after such services are completed.
- For *Optional Service D.1 (Employer Aggregation Group Analysis)*: If selected, Client will be invoiced after such service is completed. Trusaic shall determine whether the Analysis is typical or "atypical."
- For *Optional Service D.2 (Exchange Notice Appeals)*: Upon Trusaic's receipt of first notice of exchange appeal from Client, Client will be invoiced the \$500 fee for the first bundle of 10 appeals. To the extent that the number of appeals exceeds 10, after receipt of notice of the first appeal of each subsequent bundle of appeals, Client will be invoiced an additional \$500 for each subsequent bundle of 10 appeals.
- Invoices will be issued on Net 20 from date of invoice. Miscellaneous fees shall be invoiced as incurred.

⁶ The W-2 employee count is not known for a particular reporting year until such year is completed, and accordingly, the prior-year employee count is used as a proxy.

ACA COMPLETE® ORDER SCHEDULE

This Order Schedule, along with the Master Services Agreement, and General Terms of Service, <https://trusaic.com/terms-of-service/>, for **ACA Complete** Services by and between Trusaic and **Sacramento City USD** (collectively, the "Client").

A. Applicable Employee Identification Numbers (EINs): **TBD**

B. Applicable Government Reporting Agencies for Filing:

	Federal E-Filing & Distribution		State filing (only applicable for self-insured employers)			
	IRS E-Filing	1095-C mailing	California	Rhode Island	New Jersey	D.C.
Prior Years	2019-2020	NA	NA	NA	NA	NA
Current & Future Years	NA	NA	NA	NA	NA	NA

C. Fees:⁷

Products and Services	Reporting Year(s)	Quantity	Fees ⁸	Annual Fees	Total Fees ⁹
Compliance Tracking Services – PRIOR Reporting Years (PEPM) after Minimum Annual Fees	2019, 2020	Approx. 5,000 Empl.	\$.43	\$34,210 Minimum; \$34,210 Estimated	\$68,420
Compliance Tracking Services – CURRENT/ FUTURE Reporting Years (PEPM) after Minimum Annual Fees	NA	NA	NA	NA	NA
Filing Fee (per reporting year per EIN per applicable reporting agency (e.g., IRS (federal), CA, DC, NJ, RI))	2	1	1 EIN: \$550 per EIN	\$550	\$1,100
Implementation Fee (first year of agreement only)	-	1	Waived	Waived	Waived
TOTAL:					\$69,520

U.S. Mail Distribution (\$2.20 per Form) to be determined at time of mailing and invoice separately. (If US Mail Distribution is not selected on the Order Schedule, (1) if later added on for the Reporting Year on between April 1 and August 31 of Reporting Year, fee is \$2.75 per Form and (2) if later added on between September 1 of the Reporting Year and March 31 of the following year, the fee is \$3.30 per Form.)

D. Additional Terms:

- i. In the Master Services Agreement, the Section entitled "Term" shall be deleted and replaced with the following: "Term This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the last deliverable Service for the reporting year(s) listed in the Order Schedule (the "Term")."

⁷Taxes, if any, are not included. See General Terms of Service, at ¶31.2.4.

⁸ Fees are calculated on a per month of the reporting year ("Month") or per employee per Month ("PEPM") basis, subject to the specified minimum fee per year.

⁹ Annual and Total Fees are an estimated based on Client's approximate number of employees.

AGREED AND ACCEPTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES:

Client: Sacramento City USD

By (Signature): Jesse M. Castillo Date: 10/18/2023

Name (Print): Jesse Castillo Title: Asst Superintendent

Trusaic

By (Signature): _____ Date: _____

Name (Print): _____ Title: _____

Keenan

Sacramento City Unified School District Comparison - ACA Reporting Administration Effective January 1, 2024

	Basic	Trusaic	AssuredPartners
Set-up/Implementation Fee	\$680	Waived	
Annual Rate	\$5.65 per 1095-C Form	2023 & 2024 \$0.43 per employee per month after minimum annual fee of \$34,210	\$4,500 Standard ACA Fee \$7,500 Late Entrant Fee - enrolled after 10/27/2023 deadline
		2019-2022 (Prior Reporting Year) \$0.43 per employee per month after minimum annual fee of \$34,210	Late Templates - \$500 Fee
Filing Fee (per reporting year per EIN per applicable reporting agency)	Included in \$5.65 rate	\$550.00	TBD - Based on per Form cost

Optional Services and Additional Fees			
Optional Annual Rate: 1095-C Mailing Fee	\$2.35 per Form 1095-C mailed	\$2.20 per Form 1095-C mailed	TBD
If Aged Banded added to Set-Up Fee	\$500		
	If Filing as a Controlled Group added to Set-Up Fee: For 6-10 Aggregated Entities Add: \$500		
	For 10+ Aggregated Entities Add: \$100 each		Aggregate ALE groups with more than 15 FEIN entities will incur a \$100 fee per entity beyond the initial 15 included
	The above Qualified Individual Fee includes initial eFile with IRS. If corrections are necessary and re-eFiling with IRS is required: \$125.00 will be charged for each re-eFile		Refiling Fees apply if corrections are needed Data Management Fees - failure to provide data in requested format will incur \$500 Fee
	Fee per client if they (or any of their ALEs) require additional Employer reporting per a State mandate. \$125		
	Employers who sign-up after November 30, 2023 - a 30% surcharge will apply		Fees for contracts executed by October 27, 2023 must be paid prior to commencement of work but no later than November 8, 2023.

ACA Complete - Master Services Agreement

This Master Services Agreement (the "Agreement"), along with the General Terms of Service, <https://trusaic.com/terms-of-service/>, and Order Schedule, sets forth the terms of the agreement for **ACA Complete**[®] services relating to Trusaic's Patient Protection and Affordable Care Act ("ACA") and Client.

ACA Complete - Included Services & Deliverables		
A. Assurance and Consulting	A1. <u>Annual ACA Compliance Review</u>: Perform annual review of Client's healthcare coverage plan documents; set up Client workforce and benefits offerings profile; establish full time measurement methodology, including measurement and stability periods for Client's variable/part-time and seasonal workforce if under Look-Back Measurement Method.	✓
	A2. <u>IRS ACA Audit Representation Assistance</u>: Maintain ACA reporting documentation and provide representation assistance in response to IRS ACA Audit (Letter 226J or variant). ¹	✓
	A3. <u>Dedicated ACA Implementation Consultant</u>: Consulting and project management around software provisioning, data & reporting acceptance, ACA health plan compliance review, and IRS measurement, administrative and stability period configuration.	✓
	A4. <u>Dedicated ACA Client Services Associate</u>: Ongoing consultative oversight and project management around ACA Compliance Tracking Analytics & ACA Filing & Fulfillment.	✓
	A5. <u>Unlimited Customer Service & Technical Support</u>: Client has direct phone, email, and virtual meeting access to designated personnel resources with no limits on support time, ensuring deep regulatory assurance.	✓
	A6. <u>ACA Regulatory Methodology Summary</u>: Provide audit-ready documentation of regulatory methodology around: ACA FT determination and measurement calculations; affordability calculations; and compliance requirements with waiting period limitation and minimum value criteria.	✓
B. Compliance Tracking ²	B1. <u>Monthly or Annual Data Consolidation and Validation</u>: Perform payroll, leave and benefits data consolidation and validation to create and maintain "Single Source of Truth" ACA database. Perform automated application of ACA "Break in Service" & "Rule of Parity" rules.	✓
	B2. <u>ACA Full-Time Status Determination & Offer of Coverage Tracking</u>: Identify ACA Full Time employees newly eligible for an offer of coverage and required start date. Includes "Initial Measurement" and "Standard Measurement" calculations under the Look-Back Measurement Method, and Monthly Measurement Method if applicable.	✓
	B3. <u>ACA Affordability Calculations & Safe Harbor Application</u>: Track ACA affordability of coverage offered.	✓
	B4. <u>ACA Pending Required Offers of Coverage</u>: Identify employees newly eligible for an offer of coverage and timing of required notices of offers of coverage.	✓
	B5. <u>ACA Missing Offers of Coverage Alerts</u>: Identify ACA Full Time employees missing offers of coverage.	✓
	B6. <u>ACA Penalty Exposure Monitoring</u> - 4980H(a)&(b) penalty exposure analytics.	✓
C. Filings and Fulfillment	C1. <u>1095-C Codes Determination</u>: Trusaic determines 1095-C codes using underlying data and ACA calculations.	✓
	C2. <u>Forms Preparation</u>: Prepare Forms 1094-C/1095-C, including 1095-C part III Enrolled Data for Self-Insured Client. Provide PDF format of files for client download.	✓
	C3. <u>U.S. Mail Distribution</u>: Distribute IRS Forms 1095-C (disclosures) to applicable employees by U.S. mail.	✓
	C4. <u>IRS E-Filing</u>: IRS e-filing of 1094/1095-C forms. Perform up to three resubmissions.	✓
	C5. <u>ACA State Filing</u> (if applicable) <ul style="list-style-type: none"> • CA, RI, NJ (self-funded enrollees) - XML format data submission to state filing agency • DC (applicable state residents) - .TXT format data submission to state filing agency 	✓
D. Other Optional Services	D1. <u>Employer Aggregation Group Analysis</u> ³ : Identify employer aggregated groups based on analysis of all potentially related entities identified by Client based on identified ownership, affiliation and/or other working inter-relationships to identify all ALE members.	
	D2. <u>Exchange Notice Appeals</u>: Establish protocol for prompt receipt of Exchange Section 4980H penalty notices; and respond to Exchange notices during 90-day window. ⁴	

Term

This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the later of three years from Effective Date or until the last deliverable for the reporting year(s) listed in the Order Schedule (the "Initial Term"). This Agreement shall automatically renew for the successive reporting year (each, an "Additional Term") unless either party provides written notice of termination no later than November 30th prior to the applicable Additional Term. Each Additional Term is subject to the same terms and conditions herein.⁵

¹ This Service consists of assistance with written and/or telephonic communications with the IRS only (e.g., Letter 226J response) and apply only if all of the following conditions apply: (1) for the reporting year(s) covered by this Agreement; (2) for work performed by Trusaic under Services B, C.2, and/or D.1; and (3) for IRS ACA Audits (Letter 226J or variant) reported by the Client to Trusaic. Any additional assistance, including office audits (IRS office), field audits (e.g., Client's place of business) and audit appeals, are excluded but may be provided at an hourly fee of \$395 plus reimbursement of any expenses.

² For reporting years prior to the current reporting year, Included Services B.1 through B.6 are provided in annualized form, as applicable.

³ Atypical analyses requiring more than 5 hours may require additional costs.

⁴ This service is limited to Exchange Notice Appeals that meet all the following conditions: (1) for reporting year(s) covered by this Agreement; and (2) that are for issued Exchange Notices and reported to Trusaic during the term of this Agreement.

⁵ Any Additional Term is subject to an annual adjustment based on the Consumer Price Index.

General Client Requirements

- (i) Client shall provide Trusaic with all requested client data ("Client Data"). If Trusaic's review of Client Data identifies any apparent inaccuracies or incomplete information therein that is necessary for inclusion in the applicable Forms, Trusaic will notify Client and Trusaic will not prepare any Forms for distribution and/or filing with the applicable reporting agency until after such time that Client provides Trusaic with complete and accurate Client Data ("Complete Client Data").
- (ii) Client shall furnish Complete Client Data files (including, but not limited to, payroll data and health benefits data files) in strict compliance with the formatting requirements provided by Trusaic (as necessary to comply with guidelines for electronic filing with the applicable reporting agency).
- (iii) Client healthcare benefits Client Data files must contain all information requested by Trusaic, which may include, but is not limited to, the following: for each employee: (1) name; (2) social security number ("SSN"); (3) coverage job classification (e.g., officer, manager); (4) offer of coverage start and end date(s); (5) enrollment start and end date(s); and (6) for each employee's dependent(s); (a) name; (b) SSN or date of birth; and (c) enrollment start and end date(s).
- (iv) If the Look-Back Measurement Method is applied, Client must furnish all requested Client Data for the required measurement period(s). For prior reporting years, Client further acknowledges that while Trusaic, at Client's instruction, may apply measurement, stability and administration periods to determine Client's employees' full-time status under the Look-Back Measurement Method for the reporting year(s) differing from that previously filed with the applicable agency, Trusaic does not warrant or guarantee that the applicable agency will accept or permit any such change.
- (v) Client shall furnish all Complete Client Data to Trusaic in a timely manner. Generally, for Compliance Tracking and/or Forms Preparation, Distribution and/or Filing Services, this requires Client to furnish Complete Client Data for all prior months of the current reporting year and any prior reporting year(s) within thirty (30) days of the Effective Date. Client shall furnish Complete Client Data to Trusaic for each month of the reporting year thereafter within thirty (30) days of the end of each such month, provided, however, Complete Client Data for the full reporting year must be provided to Trusaic by no later than January 8th of the following year. With respect to Trusaic's written requests for specific Client Data, Client shall furnish within 14 days of the request unless earlier is required.
- (vi) Failure to timely provide Complete Client Data and/or meet any of the other deadlines referenced herein may result in delaying Trusaic's completion of the Services until after one or more applicable reporting agency deadlines without any liability to Trusaic.
- (vii) Client is required to cooperate in securing any available and applicable government reporting agency extensions deemed necessary by Trusaic.
- (viii) If Client executes the Agreement on or after November 8th of the reporting year for services for that reporting year or prior reporting year, Client acknowledges that the applicable agency filing/furnishing deadlines for the reporting year(s) have passed or may pass prior to the delivery and/or filing of the Forms (in pdf form or equivalent).**
- (ix) Revision/Additional Work Costs:
 - All Client Data files must be furnished to or accessible by Trusaic in a readily transferrable electronic format (e.g., CSV, Excel). Client is responsible for any third-party fees to extract or gain access to Client Data required for Trusaic to provide its contracted services or deliverables, for which the Client is solely responsible.
 - Trusaic shall not be required to access Client Data from more than two data sources, which must consist of no more than one (1) payroll system and one (1) benefit administration ("BenAdmin") system. A \$3,000 fee for each additional/new data source will be assessed.
 - A \$750 fee will be assessed for each resubmission of a Client Data file to Trusaic that occurs more than 24 hours after the prior submission.
 - A fee equal to twenty percent (20%) of the total Compliance Tracking Fees for the reporting year will be assessed if, through no fault of Trusaic, Client resubmits Client Data to Trusaic after delivery to Client of the Forms requiring their reprocessing and reissuance to Client.
 - Trusaic shall provide up to three (3) filing resubmissions, as needed, at no additional cost to Client. A \$750 re-filing fee will be assessed for each errors-correction resubmission thereafter that is necessitated through no fault of Trusaic.

Value Add-Ons Client Requirements

- (i) *Optional Service D.1 (Employer Aggregation Group Analysis)*: Client shall timely furnish all requested ownership and working inter-relationship of all potentially related entities covering each applicable reporting year and the preceding calendar year.
- (ii) *Optional Service D.2 (Exchange Notice Appeals)*: Client shall promptly furnish all Exchange Notices and, in any event, no later than five (5) days from receipt.

Billing

- For *Included Services A.1 through A.6, B.1 through B.6, C.1, and C.2 (ACA Assurance & Consulting, ACA Compliance Tracking, 1095-C Codes Determination, Forms Preparation)*. Upon execution of the Agreement, Client will be invoiced on the Implementation Fee and Annual Fees for all reporting years covered in the Initial Term ("Initial Payment"), and invoiced accordingly. For all subsequent reporting year(s) in the Additional Term, Client will be invoiced for the Annual Fees and Filing Fees in December before commencement of the Additional Term.
 - The employee counts are determined as follows: (i) For reporting years that fall *prior* to the calendar year in which the Agreement is executed - the Annual Fees will be based on the actual W-2 employee count for such reporting years. (ii) For reporting years that fall *on or after* the year the Agreement is executed - the Annual Fees for such reporting years will be based on the prior year-end W-2 employee count ("Prior Year W-2 Count"), which shall be determined as the total number of W-2 employees who were paid wages at any time during the calendar year immediately preceding the relevant reporting year⁶.
 - Trusaic may determine the W-2 employee count either by (a) calculating the count based on Client's payroll records transmitted to Trusaic ("Reporting Year Payroll Employee Count") or (b) based on Client's actual W-2 employee counts from W-2 and/or W-3 IRS tax form records. In the event of a discrepancy between the two counts, Trusaic is entitled to bill using the higher of the two counts. On an annual basis, if requested, Client shall provide Trusaic the Prior Year W-2 Count by no later than January 31st of the year in which Form W-2s must be furnished to Client's employees. If either the Reporting Year Payroll Employee Count or Reporting Year W-2 Count exceeds the applicable Prior Year W-2 Count by more than 10%, Trusaic shall be entitled to a true up payment for the difference.
 - Trusaic reserves the right to withhold commencement of Services until after receipt of the Initial Payment and documentation of W-2 employee count for all selected prior reporting years.
- For *Services C.3, C.4 and C.5 (U.S. Mail Distribution, IRS E-Filing of 1094-C & 1095-C's and ACA State Filing)*: Client will be invoiced after such services are completed.
- For *Optional Service D.1 (Employer Aggregation Group Analysis)*: If selected, Client will be invoiced after such service is completed. Trusaic shall determine whether the Analysis is typical or "atypical."
- For *Optional Service D.2 (Exchange Notice Appeals)*: Upon Trusaic's receipt of first notice of exchange appeal from Client, Client will be invoiced the \$500 fee for the first bundle of 10 appeals. To the extent that the number of appeals exceeds 10, after receipt of notice of the first appeal of each subsequent bundle of appeals, Client will be invoiced an additional \$500 for each subsequent bundle of 10 appeals.
- Invoices will be issued on Net 20 from date of invoice. Miscellaneous fees shall be invoiced as incurred.

⁶ The W-2 employee count is not known for a particular reporting year until such year is completed, and accordingly, the prior-year employee count is used as a proxy.

ACA COMPLETE® ORDER SCHEDULE

This Order Schedule, along with the Master Services Agreement, and General Terms of Service, <https://trusaic.com/terms-of-service/>, for **ACA Complete** Services by and between Trusaic and **Sacramento City USD** (collectively, the "Client").

A. Applicable Employee Identification Numbers (EINs): **TBD**

B. Applicable Government Reporting Agencies for Filing:

	Federal E-Filing & Distribution		State filing (only applicable for self-insured employers)			
	IRS E-Filing	1095-C mailing	California	Rhode Island	New Jersey	D.C.
Prior Years	2021-2022	NA	NA	NA	NA	NA
Current & Future Years	NA	NA	NA	NA	NA	NA

C. Fees:⁷

Products and Services	Reporting Year(s)	Quantity	Fees ⁸	Annual Fees	Total Fees ⁹
Compliance Tracking Services – PRIOR Reporting Years (PEPM) after Minimum Annual Fees	2021, 2022	Approx. 5,000 Empl.	\$.43	\$34,210 Minimum; \$34,210 Estimated	\$68,420
Compliance Tracking Services – CURRENT/ FUTURE Reporting Years (PEPM) after Minimum Annual Fees	NA	NA	NA	NA	NA
Filing Fee (per reporting year per EIN per applicable reporting agency (e.g., IRS (federal), CA, DC, NJ, RI))	2	1	1 EIN: \$550 per EIN	\$550	\$1,100
Implementation Fee (first year of agreement only)	-	1	Waived	Waived	Waived
TOTAL:					\$69,520

U.S. Mail Distribution (\$2.20 per Form) to be determined at time of mailing and invoice separately. (If US Mail Distribution is not selected on the Order Schedule, (1) if later added on for the Reporting Year on between April 1 and August 31 of Reporting Year, fee is \$2.75 per Form and (2) if later added on between September 1 of the Reporting Year and March 31 of the following year, the fee is \$3.30 per Form.)

D. Additional Terms:

- i. In the Master Services Agreement, the Section entitled "Term" shall be deleted and replaced with the following: "Term This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the last deliverable Service for the reporting year(s) listed in the Order Schedule (the "Term")."

⁷Taxes, if any, are not included. See General Terms of Service, at ¶31.2.4.

⁸ Fees are calculated on a per month of the reporting year ("Month") or per employee per Month ("PEPM") basis, subject to the specified minimum fee per year.

⁹ Annual and Total Fees are an estimated based on Client's approximate number of employees.

AGREED AND ACCEPTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES:

Client: Sacramento City USD

DocuSigned by:

By (Signature): Jesse M. Castillo

10/18/2023

Date: _____

Name (Print): Jesse Castillo

62EA4B50BB04454...

Title: Asst Superintendent

Trusaic

By (Signature): _____

Date: _____

Name (Print): _____

Title: _____

Keenan

Sacramento City Unified School District Comparison - ACA Reporting Administration Effective January 1, 2024

	Basic	Trusaic	AssuredPartners
Set-up/Implementation Fee	\$680	Waived	
Annual Rate	\$5.65 per 1095-C Form	2023 & 2024 \$0.43 per employee per month after minimum annual fee of \$34,210	\$4,500 Standard ACA Fee \$7,500 Late Entrant Fee - enrolled after 10/27/2023 deadline
		2019-2022 (Prior Reporting Year) \$0.43 per employee per month after minimum annual fee of \$34,210	Late Templates - \$500 Fee
Filing Fee (per reporting year per EIN per applicable reporting agency)	Included in \$5.65 rate	\$550.00	TBD - Based on per Form cost

Optional Services and Additional Fees			
Optional Annual Rate: 1095-C Mailing Fee	\$2.35 per Form 1095-C mailed	\$2.20 per Form 1095-C mailed	TBD
If Aged Banded added to Set-Up Fee	\$500		
	If Filing as a Controlled Group added to Set-Up Fee: For 6-10 Aggregated Entities Add: \$500		
	For 10+ Aggregated Entities Add: \$100 each		Aggregate ALE groups with more than 15 FEIN entities will incur a \$100 fee per entity beyond the initial 15 included
	The above Qualified Individual Fee includes initial eFile with IRS. If corrections are necessary and re-eFiling with IRS is required: \$125.00 will be charged for each re-eFile		Refiling Fees apply if corrections are needed Data Management Fees - failure to provide data in requested format will incur \$500 Fee
	Fee per client if they (or any of their ALEs) require additional Employer reporting per a State mandate. \$125		
	Employers who sign-up after November 30, 2023 - a 30% surcharge will apply		Fees for contracts executed by October 27, 2023 must be paid prior to commencement of work but no later than November 8, 2023.

ACA Complete - Master Services Agreement

This Master Services Agreement (the "Agreement"), along with the General Terms of Service, <https://trusaic.com/terms-of-service/>, and Order Schedule, sets forth the terms of the agreement for **ACA Complete**[®] services relating to Trusaic's Patient Protection and Affordable Care Act ("ACA") and Client.

ACA Complete - Included Services & Deliverables		
A. Assurance and Consulting	A1. <u>Annual ACA Compliance Review</u>: Perform annual review of Client's healthcare coverage plan documents; set up Client workforce and benefits offerings profile; establish full time measurement methodology, including measurement and stability periods for Client's variable/part-time and seasonal workforce if under Look-Back Measurement Method.	✓
	A2. <u>IRS ACA Audit Representation Assistance</u>: Maintain ACA reporting documentation and provide representation assistance in response to IRS ACA Audit (Letter 226J or variant). ¹	✓
	A3. <u>Dedicated ACA Implementation Consultant</u>: Consulting and project management around software provisioning, data & reporting acceptance, ACA health plan compliance review, and IRS measurement, administrative and stability period configuration.	✓
	A4. <u>Dedicated ACA Client Services Associate</u>: Ongoing consultative oversight and project management around ACA Compliance Tracking Analytics & ACA Filing & Fulfillment.	✓
	A5. <u>Unlimited Customer Service & Technical Support</u>: Client has direct phone, email, and virtual meeting access to designated personnel resources with no limits on support time, ensuring deep regulatory assurance.	✓
	A6. <u>ACA Regulatory Methodology Summary</u>: Provide audit-ready documentation of regulatory methodology around: ACA FT determination and measurement calculations; affordability calculations; and compliance requirements with waiting period limitation and minimum value criteria.	✓
B. Compliance Tracking ²	B1. <u>Monthly or Annual Data Consolidation and Validation</u>: Perform payroll, leave and benefits data consolidation and validation to create and maintain "Single Source of Truth" ACA database. Perform automated application of ACA "Break in Service" & "Rule of Parity" rules.	✓
	B2. <u>ACA Full-Time Status Determination & Offer of Coverage Tracking</u>: Identify ACA Full Time employees newly eligible for an offer of coverage and required start date. Includes "Initial Measurement" and "Standard Measurement" calculations under the Look-Back Measurement Method, and Monthly Measurement Method if applicable.	✓
	B3. <u>ACA Affordability Calculations & Safe Harbor Application</u>: Track ACA affordability of coverage offered.	✓
	B4. <u>ACA Pending Required Offers of Coverage</u>: Identify employees newly eligible for an offer of coverage and timing of required notices of offers of coverage.	✓
	B5. <u>ACA Missing Offers of Coverage Alerts</u>: Identify ACA Full Time employees missing offers of coverage.	✓
	B6. <u>ACA Penalty Exposure Monitoring</u> - 4980H(a)&(b) penalty exposure analytics.	✓
C. Filings and Fulfillment	C1. <u>1095-C Codes Determination</u>: Trusaic determines 1095-C codes using underlying data and ACA calculations.	✓
	C2. <u>Forms Preparation</u>: Prepare Forms 1094-C/1095-C, including 1095-C part III Enrolled Data for Self-Insured Client. Provide PDF format of files for client download.	✓
	C3. <u>U.S. Mail Distribution</u>: Distribute IRS Forms 1095-C (disclosures) to applicable employees by U.S. mail.	✓
	C4. <u>IRS E-Filing</u>: IRS e-filing of 1094/1095-C forms. Perform up to three resubmissions.	✓
	C5. <u>ACA State Filing</u> (if applicable) <ul style="list-style-type: none"> • CA, RI, NJ (self-funded enrollees) - XML format data submission to state filing agency • DC (applicable state residents) - .TXT format data submission to state filing agency 	✓
D. Other Optional Services	D1. <u>Employer Aggregation Group Analysis</u> ³ : Identify employer aggregated groups based on analysis of all potentially related entities identified by Client based on identified ownership, affiliation and/or other working inter-relationships to identify all ALE members.	
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¹ This Service consists of assistance with written and/or telephonic communications with the IRS only (e.g., Letter 226J response) and apply only if all of the following conditions apply: (1) for the reporting year(s) covered by this Agreement; (2) for work performed by Trusaic under Services B, C.2, and/or D.1; and (3) for IRS ACA Audits (Letter 226J or variant) reported by the Client to Trusaic. Any additional assistance, including office audits (IRS office), field audits (e.g., Client's place of business) and audit appeals, are excluded but may be provided at an hourly fee of \$395 plus reimbursement of any expenses.

² For reporting years prior to the current reporting year, Included Services B.1 through B.6 are provided in annualized form, as applicable.

³ Atypical analyses requiring more than 5 hours may require additional costs.

⁴ This service is limited to Exchange Notice Appeals that meet all the following conditions: (1) for reporting year(s) covered by this Agreement; and (2) that are for issued Exchange Notices and reported to Trusaic during the term of this Agreement.

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- (ii) Client shall furnish Complete Client Data files (including, but not limited to, payroll data and health benefits data files) in strict compliance with the formatting requirements provided by Trusaic (as necessary to comply with guidelines for electronic filing with the applicable reporting agency).
- (iii) Client healthcare benefits Client Data files must contain all information requested by Trusaic, which may include, but is not limited to, the following: for each employee: (1) name; (2) social security number ("SSN"); (3) coverage job classification (e.g., officer, manager); (4) offer of coverage start and end date(s); (5) enrollment start and end date(s); and (6) for each employee's dependent(s); (a) name; (b) SSN or date of birth; and (c) enrollment start and end date(s).
- (iv) If the Look-Back Measurement Method is applied, Client must furnish all requested Client Data for the required measurement period(s). For prior reporting years, Client further acknowledges that while Trusaic, at Client's instruction, may apply measurement, stability and administration periods to determine Client's employees' full-time status under the Look-Back Measurement Method for the reporting year(s) differing from that previously filed with the applicable agency, Trusaic does not warrant or guarantee that the applicable agency will accept or permit any such change.
- (v) Client shall furnish all Complete Client Data to Trusaic in a timely manner. Generally, for Compliance Tracking and/or Forms Preparation, Distribution and/or Filing Services, this requires Client to furnish Complete Client Data for all prior months of the current reporting year and any prior reporting year(s) within thirty (30) days of the Effective Date. Client shall furnish Complete Client Data to Trusaic for each month of the reporting year thereafter within thirty (30) days of the end of each such month, provided, however, Complete Client Data for the full reporting year must be provided to Trusaic by no later than January 8th of the following year. With respect to Trusaic's written requests for specific Client Data, Client shall furnish within 14 days of the request unless earlier is required.
- (vi) Failure to timely provide Complete Client Data and/or meet any of the other deadlines referenced herein may result in delaying Trusaic's completion of the Services until after one or more applicable reporting agency deadlines without any liability to Trusaic.
- (vii) Client is required to cooperate in securing any available and applicable government reporting agency extensions deemed necessary by Trusaic.
- (viii) If Client executes the Agreement on or after November 8th of the reporting year for services for that reporting year or prior reporting year, Client acknowledges that the applicable agency filing/furnishing deadlines for the reporting year(s) have passed or may pass prior to the delivery and/or filing of the Forms (in pdf form or equivalent).**
- (ix) Revision/Additional Work Costs:
 - All Client Data files must be furnished to or accessible by Trusaic in a readily transferrable electronic format (e.g., CSV, Excel). Client is responsible for any third-party fees to extract or gain access to Client Data required for Trusaic to provide its contracted services or deliverables, for which the Client is solely responsible.
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 - A \$750 fee will be assessed for each resubmission of a Client Data file to Trusaic that occurs more than 24 hours after the prior submission.
 - A fee equal to twenty percent (20%) of the total Compliance Tracking Fees for the reporting year will be assessed if, through no fault of Trusaic, Client resubmits Client Data to Trusaic after delivery to Client of the Forms requiring their reprocessing and reissuance to Client.
 - Trusaic shall provide up to three (3) filing resubmissions, as needed, at no additional cost to Client. A \$750 re-filing fee will be assessed for each errors-correction resubmission thereafter that is necessitated through no fault of Trusaic.

Value Add-Ons Client Requirements

- (i) *Optional Service D.1 (Employer Aggregation Group Analysis)*: Client shall timely furnish all requested ownership and working inter-relationship of all potentially related entities covering each applicable reporting year and the preceding calendar year.
- (ii) *Optional Service D.2 (Exchange Notice Appeals)*: Client shall promptly furnish all Exchange Notices and, in any event, no later than five (5) days from receipt.

Billing

- For *Included Services A.1 through A.6, B.1 through B.6, C.1, and C.2 (ACA Assurance & Consulting, ACA Compliance Tracking, 1095-C Codes Determination, Forms Preparation)*. Upon execution of the Agreement, Client will be invoiced on the Implementation Fee and Annual Fees for all reporting years covered in the Initial Term ("Initial Payment"), and invoiced accordingly. For all subsequent reporting year(s) in the Additional Term, Client will be invoiced for the Annual Fees and Filing Fees in December before commencement of the Additional Term.
 - The employee counts are determined as follows: (i) For reporting years that fall *prior* to the calendar year in which the Agreement is executed - the Annual Fees will be based on the actual W-2 employee count for such reporting years. (ii) For reporting years that fall *on or after* the year the Agreement is executed - the Annual Fees for such reporting years will be based on the prior year-end W-2 employee count ("Prior Year W-2 Count"), which shall be determined as the total number of W-2 employees who were paid wages at any time during the calendar year immediately preceding the relevant reporting year⁶.
 - Trusaic may determine the W-2 employee count either by (a) calculating the count based on Client's payroll records transmitted to Trusaic ("Reporting Year Payroll Employee Count") or (b) based on Client's actual W-2 employee counts from W-2 and/or W-3 IRS tax form records. In the event of a discrepancy between the two counts, Trusaic is entitled to bill using the higher of the two counts. On an annual basis, if requested, Client shall provide Trusaic the Prior Year W-2 Count by no later than January 31st of the year in which Form W-2s must be furnished to Client's employees. If either the Reporting Year Payroll Employee Count or Reporting Year W-2 Count exceeds the applicable Prior Year W-2 Count by more than 10%, Trusaic shall be entitled to a true up payment for the difference.
 - Trusaic reserves the right to withhold commencement of Services until after receipt of the Initial Payment and documentation of W-2 employee count for all selected prior reporting years.
- For *Services C.3, C.4 and C.5 (U.S. Mail Distribution, IRS E-Filing of 1094-C & 1095-C's and ACA State Filing)*: Client will be invoiced after such services are completed.
- For *Optional Service D.1 (Employer Aggregation Group Analysis)*: If selected, Client will be invoiced after such service is completed. Trusaic shall determine whether the Analysis is typical or "atypical."
- For *Optional Service D.2 (Exchange Notice Appeals)*: Upon Trusaic's receipt of first notice of exchange appeal from Client, Client will be invoiced the \$500 fee for the first bundle of 10 appeals. To the extent that the number of appeals exceeds 10, after receipt of notice of the first appeal of each subsequent bundle of appeals, Client will be invoiced an additional \$500 for each subsequent bundle of 10 appeals.
- Invoices will be issued on Net 20 from date of invoice. Miscellaneous fees shall be invoiced as incurred.

⁶ The W-2 employee count is not known for a particular reporting year until such year is completed, and accordingly, the prior-year employee count is used as a proxy.

ACA COMPLETE® ORDER SCHEDULE

This Order Schedule, along with the Master Services Agreement, and General Terms of Service, <https://trusaic.com/terms-of-service/>, for **ACA Complete** Services by and between Trusaic and **Sacramento City USD** (collectively, the "Client").

A. Applicable Employee Identification Numbers (EINs): **TBD**

B. Applicable Government Reporting Agencies for Filing:

	Federal E-Filing & Distribution		State filing (only applicable for self-insured employers)			
	IRS E-Filing	1095-C mailing	California	Rhode Island	New Jersey	D.C.
Prior Years	NA	NA	NA	NA	NA	NA
Current & Future Years	2023, 2024	2023, 2024	NA	NA	NA	NA

C. Fees:⁷

Products and Services	Reporting Year(s)	Quantity	Fees ⁸	Annual Fees	Total Fees ⁹
Compliance Tracking Services – PRIOR Reporting Years (PEPM) after Minimum Annual Fees	NA	NA	NA	NA	NA
Compliance Tracking Services – CURRENT/FUTURE Reporting Years (PEPM) after Minimum Annual Fees	2023,2024	Approx. 5,000 Empl.	\$.43	\$34,210 Minimum; \$34,210 Estimated	\$68,420
Filing Fee (per reporting year per EIN per applicable reporting agency (e.g., IRS (federal), CA, DC, NJ, RI))	2	1	1 EIN: \$550 per EIN	\$550	\$1,100
Implementation Fee (first year of agreement only)	-	1	Waived	Waived	Waived
TOTAL:					\$69,520

U.S. Mail Distribution (\$2.20 per Form) to be determined at time of mailing and invoice separately. (If US Mail Distribution is not selected on the Order Schedule, (1) if later added on for the Reporting Year on between April 1 and August 31 of Reporting Year, fee is \$2.75 per Form and (2) if later added on between September 1 of the Reporting Year and March 31 of the following year, the fee is \$3.30 per Form.)

D. Additional Terms:

- i. In the Master Services Agreement, the Section entitled "Term" shall be deleted and replaced with the following: "Term This Agreement shall take effect on the last date of signature on the Order Schedule (the "Effective Date") and shall remain in effect until the last deliverable Service for the reporting year(s) listed in the Order Schedule (the "Term")."

⁷Taxes, if any, are not included. See General Terms of Service, at ¶31.2.4.

⁸ Fees are calculated on a per month of the reporting year ("Month") or per employee per Month ("PEPM") basis, subject to the specified minimum fee per year.

⁹ Annual and Total Fees are an estimated based on Client's approximate number of employees.

AGREED AND ACCEPTED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES:

DocuSigned by:
Client: Sacramento City USD
 By (Signature): Jesse M. Castillo Date: 10/18/2023
62EA4B50BB04454...
 Name (Print): Jesse Castillo Title: Asst Superintendent

Trusaic

By (Signature): _____ Date: _____
 Name (Print): _____ Title: _____

Keenan

Sacramento City Unified School District Comparison - ACA Reporting Administration Effective January 1, 2024

	Basic	Trusaic	AssuredPartners
Set-up/Implementation Fee	\$680	Waived	
Annual Rate	\$5.65 per 1095-C Form	2023 & 2024 \$0.43 per employee per month after minimum annual fee of \$34,210	\$4,500 Standard ACA Fee \$7,500 Late Entrant Fee - enrolled after 10/27/2023 deadline
		2019-2022 (Prior Reporting Year) \$0.43 per employee per month after minimum annual fee of \$34,210	Late Templates - \$500 Fee
Filing Fee (per reporting year per EIN per applicable reporting agency)	Included in \$5.65 rate	\$550.00	TBD - Based on per Form cost

Optional Services and Additional Fees			
Optional Annual Rate: 1095-C Mailing Fee	\$2.35 per Form 1095-C mailed	\$2.20 per Form 1095-C mailed	TBD
If Aged Banded added to Set-Up Fee	\$500		
	If Filing as a Controlled Group added to Set-Up Fee: For 6-10 Aggregated Entities Add: \$500		
	For 10+ Aggregated Entities Add: \$100 each		Aggregate ALE groups with more than 15 FEIN entities will incur a \$100 fee per entity beyond the initial 15 included
	The above Qualified Individual Fee includes initial eFile with IRS. If corrections are necessary and re-eFiling with IRS is required: \$125.00 will be charged for each re-eFile		Refiling Fees apply if corrections are needed Data Management Fees - failure to provide data in requested format will incur \$500 Fee
	Fee per client if they (or any of their ALEs) require additional Employer reporting per a State mandate. \$125		
	Employers who sign-up after November 30, 2023 - a 30% surcharge will apply		Fees for contracts executed by October 27, 2023 must be paid prior to commencement of work but no later than November 8, 2023.

**AMENDMENT NO. 2 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
John F. Otto dba Otto Construction**

This Amendment No. 2 to the Facilities Lease ("Second Amendment") is made and entered into this **19th day of October 2023** ("Effective Date") by and between the Sacramento City Unified School District ("District") and **John F. Otto dba Otto Construction** ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated **April 11, 2023**, pertaining to the **Oak Ridge Elementary School New Construction** ("Project") at Oak Ridge Elementary School, located at 4501 Martin Luther King Jr. Blvd., Sacramento, CA, ("Project Site"); and

NOW, THEREFORE, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

1. **Page 15, Section 10.5 Compensation to John F. Otto dba Otto Construction for Preconstruction Services** is amended to read: "District agrees to reimburse John F. Otto dba Otto Construction in the total amount not to exceed ~~Seventy Two Thousand One Hundred Twenty DOLLARS (\$72,120)~~ ~~Seventy seven thousand Seven hundred Twenty DOLLARS (\$77,720)~~ **One hundred twenty thousand Ninety-six DOLLARS (\$120,096)**, for the performance of services contemplated by this Agreement."

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Second Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Second Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

By: _____

Name: Jesse Castillo

Title: Assistant Superintendent

Dated: October 9th, 2023

JOHN F. OTTO DBA
OTTO CONSTRUCTION

By: 

Name: Allison Otto

Title: President



September 26, 2023

Chris Ralston
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

RE: SCUSD Oak Ridge Elementary School New Campus – Preconstruction Amendment 2

Chris:

We are pleased to present our Preconstruction Amendment 2 at the value of **\$42,376** for the SCUSD Oak Ridge Elementary School New Campus project. This preconstruction amendment is for the design of the shade structures.

The GMP consists of the following:

- A. Original Preconstruction Value.....72,120
- B. Modular Elevator Preconstruction – Amendment 15,600
- C. Current Preconstruction Value.....77,720
- D. Shade Structure Preconstruction - Amendment 242,376

Total Revised Preconstruction\$120,096

Sincerely,
OTTO CONSTRUCTION

By: 
Natalie Hayward, Chief Estimator

1717 Second Street
Sacramento CA 95811
TEL 916.441.6870
FAX 916.441.6138

www.ottoconstruction.com
CA Lic #178809
DIR #1000005395



**EXHIBIT 4
BID FORM**

PROJECT Sacramento City Unified School District
Oak Ridge Elementary School

TRADE Shade Structure

GENERAL INFORMATION

Firm Name	Southern Hemisphere Shades, Inc.
Firm Address	PO Box 255008 Sacramento, CA 95865
Name of Contact Person	Andrew Koekemoer
Telephone Number	916.348.1391
Fax Number	_____
E-mail	andrew@buildshade.com
CA License #	_____
DIR #	_____
Union Affiliation	_____

EXHIBIT 1 - PROJECT DOCUMENTS (FOR REFERENCE ONLY)

Do you acknowledge and agree to the terms and conditions of the project documents provided? (Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Drawings by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 1 DSA Approved Specifications by Nacht & Lewis Architects dated 5/31/23, Oak Ridge Elementary School Campus Replacement - Increment 2 50% CD by Nacht & Lewis Architects dated 6/20/23, Oak Ridge Elementary School Improvements Geotechnical Engineering Report by Terracon dated 2/13/23)

Yes No, If No attach exceptions

EXHIBIT 2 - SHADE STRUCTURE LOCATIONS REFERENCE DOCUMENTS

Do you acknowledge and agree to the terms and conditions of the Shade Structure Locations Reference Documents?

Yes No, If No attach exceptions

EXHIBIT 3 - PROJECT LABOR AGREEMENT

Do you acknowledge and agree to the terms and conditions of the Project Labor Agreement document included in the RFP package?

Yes No, If No attach exceptions [N/A](#) [Material purchase only](#)

ACKNOWLEDGEMENT

This project is subject to Skilled and Trained Workforce requirements pursuant to Public Contract Code §2600. Do you acknowledge and agree to meeting these requirements?

Yes No, If No attach exceptions [N/A](#) [Material purchase only](#)

EXHIBIT 5 - SAMPLE SUBCONTRACT

Do you acknowledge and agree to the terms and conditions of the Sample Subcontract?

Yes No, If No attach exceptions [N/A](#) [Material purchase only](#)

EXHIBIT 6 - PRIME CONTRACT - FOR REFERENCE ONLY

Do you acknowledge and agree to the terms and conditions of the Prime Contract?

Yes No, If No attach exceptions [N/A](#) [Material purchase only](#)

ADDENDA: _____



Preconstruction & Design Total

\$42,376.00

Please provide a lump sum bid amount for preconstruction and design services.
During preconstruction, the Shade Structure Trade Partner is to provide the following design documents for incorporation into the Increment 2 drawings DSA Submittal set. These documents will be needed by 9/20/23. The design documents must include the following:
Custom Hip Shade Structure Drawings & Structural Calculations - (4) each 30' x 50'
DSA Approved Cantilever Shade Structure PC Drawings - (2) each 20' x 30'
DSA Approved Sail Shade Structure PC Drawings - (1) each 30' x 30'
Preconstruction services are to include responding to plan check comments and coordinate with Nacht & Lewis Architects as needed.

Construction Budget Total

\$381,392.00

Please provide a budget for construction (furnish & install).
DSA PC Cantilever Shade Structures - install March 2025
DSA PC Sail Shade Structures - install March 2025
Custom Hip Shade Structures - install July 2025

(furnishing, no construction)

DVBE COMMITMENT (in dollars)

\$0.00 (we can look for suppliers that are DVBE but can't guarantee it at the moment)

This project has a 3% DVBE participation goal. Please identify potential DVBE monies included in your construction budget.

Long Lead Items

None

Lower Tier Subcontractors

None

Please include a final scope letter on Company letterhead listing all clarifications, inclusions and exclusions.

CONTRACTING

The initial contract between Otto Construction and the Shade Structure Trade Partner will be written for the preconstruction/design amount. Pending DSA Approval of the drawings, and finalization of scope and pricing, an amendment or a separate contract will be written for the construction amount. It is the Shade Structure Trade Partner's responsibility to meet (or improve upon) the construction budget set forth and communicate potential scope creep to Otto Construction. If the construction budget is exceeded, Otto Construction reserves the right to re-bid this scope of work.

SCUSD Oak Ridge Elementary

This agreement including but not limited to Materials, and/or Installation, and/or Consultation Services is a Direct Owner Contract, ("Contract"), inclusive of the attached terms and conditions, is dated August 31, 2023, as between Southern Hemisphere Shades, Inc. ("Contractor") and Otto Construction Inc. ("Owner").

Description of the Project and Description of the Significant
Materials to be Used and Equipment to be Installed known as ("WORK")

OVERVIEW

Project Name	SCUSD Oak Ridge Elementary	Project Number	TBD
Quote Date	8.31.23	Quote Expiration	9.07.23
Construction Address	4501 Martin Luther King Jr. Sacramento, CA 95820	Shipping Address	4501 Martin Luther King Jr. Sacramento, CA 95820

OWNER AND BILLING

Purchaser	Otto Construction Inc.	Purchaser Address	1717 2 nd St. Sacramento, CA 95811
Purchaser Phone		Contact	Mararm Daood
Contact Phone	916.441.6870	Contact Email	mdaood@ottoconstruction.com
Market	School	Territory	Greater Sacramento

ADMINISTRATION

Product and Pre-Construction Development Exec.	Andrew Koekemoer, 916.730.3727 andrew@buildshade.com	Operations and Construction Development Exec.	Paul Koekemoer 916.317.1744 paul@buildshade.com
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MODEL, DESIGN PRINCIPLES AND SPECIFICATIONS

Building Code	CBC 2022 - DSA	Wind Load	93mph
Snow Load	0 lb.	Construction Type	II
Fabric Type	Mesh	Foundation Type	Pier
Product Type	Shade Sails, Cantilever and custom large structure	Product Number	Custom
Product Qty.	Varies	Dwg. Number	TBD
Structure Dimensions	See Below	Structure Entry Height	16' Max. for structures
Qty. of Fabric Covers	Varies	Qty. of Steel Columns	Varies
Column Connection	Embed	Steel Finish Type	Painted
Hardware Type	Galvanized	Cable Type	Galvanized
Cable/Hardware Inc.	Yes	Anchor Rods Inc.	No

MODEL RENDERING (SIMILAR)

See PC plans

NOTES

Provide PC plans for cantilever and shade sail structure. In addition provide custom engineering for (4) large hip shade structures. Includes manufacturing of fabric structures with delivery. Structures to be...

- (4) 50' X 30' X 16' Max Joined Hip Structures
- (2) 30' X 20' X 15' Max Cantilevers
- (1) 30' X 30' X 16' Max. Shade Sails

Pricing includes steel fabrication, all necessary hardware, cable and fabric for complete assembly. Shipping and handling to job site included. Construction, permits, inspections, city and/or county fees are the responsibility of others. PLA not included with pricing.

DESIGN, ENGINEERING AND ANALYSIS

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and 3-D Modeling of Fabric Structure(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineering of Fabric Structure(s) or P.C. Plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fabric Attachment Design Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fabric Patterning Services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineering of Foundation(s) or P.C. Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Product Specifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Elevation Plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Plans
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digitally Sealed Drawings or P.C. Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digitally Sealed Structural Calculation Package or P.C. Plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Feasibility Analysis: Reactions, loads, and calculations for wall and/or other attachment points	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Feasibility Analysis: For anchor point structural integrity and substantiation of existing conditions

PLANNING, APPROVAL AND ADMINISTRATIVE

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Planning and Milestones	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspections in Shop and/or at Construction Site
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Management and Gantt Chart	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Tests
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Permit Submission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Survey Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Permit Fees and Inspection Costs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bonding including Payment and Performance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Project Submission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage and Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Project Fees and Inspection Costs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages and Certified Payroll

PRODUCT ASSEMBLY AND CONSTRUCTION

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction Specifications and Procedures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Pump
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition of Existing Structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Pump Access Required: Single mobilization period is (1) one day. Additional days subject to change order.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Asphalt and/or Concrete Cutting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Standard Concrete Finish to Grade Level
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Asphalt and/or Concrete Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Access Provided by Owner

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical Access Provided by Owner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drilling and Anchorage onto Existing Concrete Pad
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Skidsteer or Small Excavator Access Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Custom Foundation Cover Finish: Asphalt, poured in place rubber, artificial surface, and/or others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Single Mobilization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Standard Construction Hours Assumed: 7:00AM - 4:00PM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Preliminary Hand Excavation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Steel Framing Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Soil Piled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hardware Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Soil Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fabric Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excavation: Soil Bin Dropbox	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable Assembly
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Obstacles Clause in Effect	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grass Protection: Wood boards for driving equipment over.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Assessment Clause in Effect	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grass and Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rebar Reinforcing as per Structural Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assembly Warranty
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Product Warranty
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Truck Access Required: Single mobilization period is (1) one day. Additional days subject to change order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maintenance Manual

LARGE SCALE CONSTRUCTION, PRODUCT ADD ONS

INCL.	EXCL.	ITEM	INCL.	EXCL.	ITEM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heavy Equipment Access Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Payment Software Costs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Crane Access Required: Single mobilization period is (4) four hours. Additional hours subject to change order.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evening, Weekend or Overtime Work Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Crane Signaler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Apprentice Program Compliance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical Manholes: For use by others.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing or Barricades: metal, plastic or fabric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Requirements for Special Safety Programs: Specific certifications, live scans, or drug screening
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition of Underground Obstacles: For example utility lines, concrete, or asphalt.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Custom Travel: Additional required travel to and from job site.



<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shipping and Handling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sales Tax
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The signatories to this Agreement consent to the following: (1) they have authority to sign on behalf of their respective parties, (2) have thoroughly read the details of this agreement including terms and conditions, attachments, and/or exhibits, and (3) will fulfill all details of their respective responsibilities.

Authorized Signator for Owner(S)

Authorized Signator for Contractor(S)

Dated: _____

Dated: _____

Signed: _____
Name

Signed: _____
Name

Print: _____
Name

Print: _____
Name

Title: _____

Title: _____

For: _____

For: _____

Owner's Authorized Representative:

Contractor's Authorized Representative:

Contact Info: _____

Contact Info: _____

TERMS AND CONDITIONS

- 1. QUALITY AND SCOPE OF WORK.** Contractor will furnish labor, materials, and equipment in accordance with the terms and conditions of this Contract to construct and complete the WORK in a competent and workmanlike manner, using new materials of the best of their kind, unless otherwise approved in a writing signed by Owner.
- 2. CONTRACT PRICE.** \$423,768.00 (including Downpayment, if any)
- 3. DOWNPAYMENT.** \$TBD
- 4. SCHEDULE OF PROGRESS PAYMENTS (MILESTONES).**

AMOUNT

\$TBD	Downpayment (Due on contract signing)
\$TBD	Performance and Material Payment (Due upon delivery of columns)
\$TBD	Performance and Material Payment (Due upon delivery of framing)
\$TBD	Performance and Material Payment (Due upon delivery of fabric)

All payments will be made within 14 days after billing. Overdue payments will bear interest at the rate of [percent] per month ([percent] per annum) from the date on which payment is due.

- 5. INSTALLATION.** Contractor will advise Owner of the scheduled construction start date. If the purchased products and/or services require Contractor access to the Owner's property, Contractor will be provided such access between 7:00 AM and 4:00 PM local time, and shall be allowed to perform WORK continuously throughout the duration of Project. Any after-hours, evening, weekend, or holiday work may be subject to a change order. The area shall be considered "closed" during the construction period and shall be clear of any obstacles. This includes automobiles, construction debris by others, Owner property, or any other items that may impede the construction process. Owners' installation site shall be accessible by driving automobiles for delivering construction equipment, materials, and other essentials by Contractor. Any exterior or interior adjacent valuables or furnishings, such as art, accents, furniture, etc. must be moved out of the installation work area before Contractor arrives for installation. We recommend removal in an area of thirty feet from the installation area. The Contractor cannot move back these same furnishings for liability reasons. Owner must provide sufficient access to the location of the installation on their property from a public right of way. Owner is responsible for providing any fencing, water, porta potties, sanitation, electrical, temporary power or other site condition requirements during the entire duration of construction, and if any are not provided, then the base agreement for installation shall be subject to a change order to reimburse Contractor for obtaining same. Moving of fencing, hoisting, or crane services shall be subject to a change order unless specified in the Scope of Work Inclusions and Exclusions. Owner may incur additional charges if utilities are not provided or noted in the Scope of Work Inclusions and Exclusions. An owner agent with layout decision authority shall meet the construction team at the project site on the scheduled start date. Owner agent shall verify the specific location where the Structure(s) is to be constructed. Contractor will not be responsible for relocating and/or repairing any underground lines, including but not limited to fiber optics, water, irrigation, sewer, electrical, gas, and unknown metal or concrete discovered during construction. Additional costs incurred due to underground obstacles, including utilities (routing, removal, or repair), hard rock conditions, asphalt, concrete, or any soil requiring supplemental equipment, will result in additional charges to cover delays in construction unless such conditions are communicated to Contractor prior to bid package being provided and documented in this contracts' Scope of Work Inclusions and Exclusions. To be incorporated into the Scope of Work, any underground obstacles must be detailed on as-built site-specific drawings and/or provided to Contractor in writing prior to manufacturing and construction. If soil is reused on-site or deposited into bins provided by others, such areas and/or bins shall be within (100) one hundred yards of installation area (to



be determined by closest material part of the structure to soil drop site).

6. SITE/USE REVIEW BY OWNER. The Owner shall determine that the purchased products and/or services are appropriate and safe for their application and location. The location of structure and it's safety in comparison to other objects is not the responsibility of Contractor, and Owner releases and waives any liability of Contractor for same. Contractor does not assume any liability for injuries, damages, or physical abrasion resulting from collisions by persons, moving objects, or any other item with the structure post(s), fabric, or any part of the product. For projects consisting of fabric replacement only Contractor does not intend nor assume responsibility for the structural integrity and capability of steel, foundations, and/or connection points to withstand new loads exerted by fabric, hardware, and any associated new work. Replacement fabric canopies do not certify that the existing structure meets building codes or local ordinances, nor do they represent their ability to withstand any specific environmental conditions. Owner takes full responsibility to determine the new fabric and structural loads from installed products do not exceed the tolerances of as-built conditions. The acceptance and liability of confirming the structure is safe and appropriate for being recovered including steel, foundations or any structural attachment is solely the responsibility of the owner. Contractor can provide third-party engineering structural packages for the Owner's review and/or assessment by a third-party vendor on the Owner's behalf. Any structural modifications to existing conditions shall be the Owner's responsibility.

7. EXISTING CONDITIONS. If existing conditions are to be used in any capacity including but not limited to concrete foundations, concrete pad, any existing concrete work, steel columns, beams, attachment locations, it is not the Contractor's responsibility to analyze and confirm these conditions are appropriate or safe. The Owner shall assume responsibility for completing such work at their discretion including but not limited to independent third-party inspections.

8. ATTACHMENTS. Owner acknowledges the following: (1) A notice concerning commercial general liability insurance is attached to this Contract; (2) a notice concerning workers' compensation insurance is attached to this Contract, (3) exemplar insurance certificates are attached to this Contract, (4) exemplar color selection forms are attached to this Contract and (5) an exemplar change order form is attached to this Contract.

9. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE Contract.

Attachments 1-3.
Addendum 1 - Additional Terms, Conditions and Limited Warranty

Any other addendums to be noted above and incorporated as needed.

10. CONTRACT, PLANS, SPECIFICATIONS AND PERMITS. Included to this Contract as Scope of Work "WORK", Contractor has provided details showing the product, size, dimensions, and the construction and equipment specifications for the Project. The Project will be constructed according to such details and specifications. Contractor can obtain, and Owner will pay, the cost for all required building permits and any assessments and charges required by any government agency relating to the Project. See Section 36 of this Contract. Any required structural or construction adjustments per the responsible public agency shall be subject to a change order. The Contract, plans, and specifications are intended to supplement each other. In case of conflict, the specifications shall control over the plans, and the provisions of this Contract shall control both.

11. RELEASE OF MECHANICS' LIENS. Contractor shall, upon satisfactory payment being made for any portion of the WORK performed, prior to any further payment being made, furnish to Owner a full and unconditional release from any potential lien claimant

claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the WORK for which payment has been made. This provision shall not apply if Contractor is required by Owner to furnish a performance and payment bond, lien and completion bond, bond equivalent, or joint control approved by the Registrar of Contractors covering full performance and payment of the Contract. If Contractor furnishes these bonds, bond equivalents, or a joint control approved by the Registrar of Contractors, Contractor may accept payment prior to completion.

12. DEFENSE/INDEMNITY. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless the Contractor and its agents and employees, as well as any other party designated by project specifications from and against all liability, claims, damages, losses, expenses, or injuries to any person or to property, including injuries to Contractor's employees, and all expenses of investigating and defending against the same (a) arising from, or connected with the performance of, or failure to perform, the work or other obligations of this Contract, (b) caused or claimed to be caused by the independent negligence of the Contractor or the concurrent negligence of the Owner with the active or passive negligence of the Contractor, other direct contractors, subcontractors, or any other party designated by project specifications or their agents or employees. The defense and indemnity provisions set forth above shall not be limited by insurance requirements or any other provision of this Contract.

13. CHANGES. Any changes to an active Contract or Purchase Order must be agreed to by both parties and must be changed in writing prior to the beginning of the sun shade structure or other product installation. Owner must disclose to Contractor architectural changes or additions, prior to the beginning of the product production. Changes will not be made to active purchase orders after Contractor commenced sun shade structure or other custom product production unless Owner pays for the cost of associated with the signed copy of the requested changes via Change Order.

14. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the Contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments. The order will also describe the effect the order will have on the completion date. Owner may not require Contractor to perform extra or change order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against Owner unless the change order also identifies all of the foregoing in writing prior to the commencement of work covered by the new change order. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

15. ADDITIONAL EXTRA WORK AND CHANGE ORDER PROVISIONS. Should Owner, construction lender, or any public body/inspector direct any modification, addition, or deletion to the WORK covered by this Contract, the cost shall be added to or deducted from the Contract price. For the purpose of this paragraph, "cost" is defined as the cost of extra contractors, labor, materials, and equipment, plus fifteen percent (15%) of "cost" for overhead and profit. Owner is entitled to a Contract price reduction equal to Contractor's cost savings for Change Orders that result in credits, including a reduction in overhead and profit because of a credit Change Order. Contractor incurred material and labor expenses, including partial expenses, shall be compensatable by the Owner with such items becoming property of Owner. Expenses incurred by Contractor because of unusual or unanticipated subsurface ground conditions or because of other unanticipated and unknown conditions (including, but not limited to, removal of toxic waste, asbestos, or material containing asbestos or toxic waste) shall be paid for by Owner as Change Order work. Contractor shall not remove any hazardous materials including asbestos from the project site as Owner shall be responsible for obtaining a third-party organization to provide such work. Contractor shall promptly notify Owner of latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. Owner agrees to extend the time to complete the Project in the event that Change Order work is required to a date reasonably sufficient to permit Contractor to perform such Change Order work.

16. CONTRACT PRICE ESCALATION. The Contract Price stated in the Contract and/or herein is subject to Escalation in price based on one or both of the following:

a. Contractor is entitled to a Change Order and payment or reimbursement for materials cost or equipment cost escalation in Contract's price for work in the event of any start-up delay, work stoppage or suspension ("Cessation Event") longer than sixty (60) consecutive days where such Cessation Event is not caused by the Contractor, or is otherwise the result of a Stop Work Notice issued by Owner due to Owner's failure to timely pay Contractor for their work per the terms of this Contract;

b. Contract shall be entitled to a Change Order and payment or reimbursement from Owner for cost Escalation in price of Work in the event there is any gross price increase in the actual cost for such materials or equipment necessary to perform work under Contract where such increase is greater than 5% occurring in a sixty (60) day period.

In the event there is an Escalation in price of materials or equipment subject to either a. or b. above, Contractor will document the basis for the Escalation and submit to Owner a Change Order consistent with the Contract Change Order/Extra Work provisions within fifteen (15) business days of the Contractor's discovery of such a price change condition, and Owner shall not unreasonably delay, dispute or withhold approval and payment.

The parties acknowledge that there is a recent history of extreme price fluctuations and inflation for construction materials as of the date of this Contract, which is anticipated to continue throughout the progress of construction. To the extent Owner and Contractor would approve and elect to purchase materials or contract for equipment early, upon fifteen (15) days written notice of their election, Owner shall timely pay Contractor all necessary deposit monies to obtain a price and quantity lock, or otherwise Owner will reimburse Contractor, to the extent such finance instruments have been selected and approved by Owner and may be available, the costs to obtain futures at their own expense to cover changes in price for materials or equipment subject to this Contract.

17. CONTRACT TIME ESCALATION. In estimating and evaluating Contract Price and Contract Time, Contractor is relying on a 30-day lead time for all material or equipment product deliveries. To the extent any Contract Price Escalation event as referenced in this Contract occurs and is related to an increase in time necessary for Contractor to perform work; or otherwise any material or equipment necessary for the Work shall have a longer than expected lead time greater than 30 days to receive delivery, Owner shall approve and Contractor shall be entitled to a Change Order adjustment to Contract Time and the Schedule of Work for the amount of any days of delay beyond the initial 30 day threshold.

18. FORCE MAJEURE EVENTS. Except to the extent provided in this Contract, no Party shall be liable for any default or delay in the performance of its obligations under this Contract (i) if and to the extent such default or delay is caused, directly or indirectly, by acts of disease, terrorism, fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other such similar cause beyond the reasonable control of such Party, and (ii) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. Any such event or occurrence as described in this section shall be deemed a "Force Majeure Event."

19. ALLOWANCES. If the Contract price includes allowances, and the cost of performing work covered by the allowance is less than the allowance, then the Contract price shall be decreased accordingly. Unless otherwise provided by this Contract or requested by Owner in writing, Contractor shall use its own judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished in such a way that the cost will exceed the allowance, Contractor shall comply with Owner's request, provided that Owner agrees, in writing, to pay for the additional cost as extra work. Owner may select the items covered by allowances, but Contractor

shall not be required to use materials, equipment, or labor to which Contractor has a reasonable objection. Owner shall promptly select all materials and equipment under an allowance to avoid delay in completion of the Project. Allowances shall cover the cost to Contractor for materials and equipment delivered to the Project site and all required taxes, less applicable trade discounts. Contractor's cost for unloading and handling at the Project site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract price and not in the allowance. Whenever costs are more than or less than allowances, the Contract price will be adjusted accordingly by a Change Order. The amount of such Change Order shall reflect that difference between actual costs and the allowances.

20. DELIVERY DATES. All delivery dates are estimated and subject to arrival of Owners requested components and fabrics, as well as possible back orders from Contractor vendors. Contractor reserves the right to amend estimated delivery dates. Due to global logistics, we make no representations or promises as to lead times for product availability or vendor delays.

21. CLEAN-UP. Upon completion of the WORK, Contractor will remove debris and surplus material from the Project site as per the Scope of Work Inclusions and Exclusions section of this Contract.

22. LABOR AND MATERIAL CHARGES. Contractor shall pay for labor, equipment, and material delivered to the job by Contractor and consumed in the Project, but is excused by Owner from this obligation for any labor, equipment and materials for which the Owner is in arrears in making progress payments to Contractor. Any equipment needs or shipping requirements not specified as per the Scope of Work Inclusions and Exclusions list shall be the responsibility of the Owner.

23. LIMITED WARRANTY. Contractor guarantees its installation of all materials and workmanship and agrees to replace, at his sole expense, to the satisfaction of Owner, any and all materials adjudged defective or improperly installed for a period of one year from completion and acceptance of the entire Project. Labor, shipping to Contractor and any expenses related to re-installation or repair shall be excluded when products are installed by others or outside the continental United States. Contractor warrants that all materials and equipment furnished by Contractor under this Contract shall be new and best of kind quality unless otherwise agreed to in writing by Owner. This guarantee shall not apply to damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear. In addition to the Product Limited Warranty included in Addendum 1, Contractor also represents that:

- A. Contractor warrants that all Contractor-supplied service and labor will be performed in a good and workmanlike manner.
- B. The warranty set forth in Addendum 1 will be the Owner's sole and exclusive warranty.
- C. Owner shall notify Contractor in writing detailing any defects for which a warranty claim is being made.
- D. No other warranty is implied.
- E. Warranty shall become void if payment is not received in full within (30) thirty days of completed assembly if installation is provided by Contractor, unless otherwise agreed to in writing by Company and Owner.
- F. Warranty shall become void if payment is not received in full within (30) thirty days of final invoice from Company when installation is not included, unless otherwise agreed to in writing by Company and Owner.
- G. In any event Contractor shall not be liable for special, consequential, indirect, or liquidated damages for any defect or warranty claims.
- H. Owner shall notify, in writing, any defect or warranty claims to Southern Hemisphere Shades, Inc. within 5 days of noticeable defect.
- I. Any act of vandalism (cutting, burning, etc.) is not covered by the stated warranty.
- J. Any acts of God (hurricanes, floods, tornadoes, earthquakes, etc.), including but not limited to snow, ice, or wind in excess of building code or engineered specifications, is not covered by the stated warranty.

- 24. DELAY.** Contractor shall be excused for any delay in completion of the Contract for any unanticipated cause outside of Contractor's control. Owner shall be responsible for any delay damages Contractor incurs as a result of an unreasonable and unexcused delay by Owner. Time for completion of the Project will be extended by Owner-caused delays. In addition, Owner shall be charged for additional equipment, labor, overhead and any other related charged due to Owner-caused delays or unforeseen conditions including concealed conditions. Contractor shall provide evidence of equipment rates, additional labor hours and overhead/profit shall be limited to 15% of accumulated equipment and labor charge.
- 25. RIGHT TO STOP WORK.** If Owner does not make timely payments in accordance with this Contract, Contractor shall have the right to stop or suspend WORK. Contractor may keep the job idle until all payments due are received. Failure by Owner to make payment within (60) sixty days of the due date shall constitute a material breach of this Contract.
- 26. ARBITRATION OF DISPUTES.** Any controversy arising out of or relating to the construction of the Project referred to in this Contract or regarding the interpretation of this Contract is subject to arbitration under California Law with the American Arbitration Association in accordance with the "Construction Industry Arbitration Rules and Mediation Procedures" in effect at the time of the demand for arbitration. As a condition precedent to arbitration, the parties must participate in mediation. The mediation shall be held in accordance with the "Construction Industry Arbitration Rules and Mediation Procedures" of the American Arbitration Association. Should any party refuse to fully participate or neglect to appear for mediation, they will be barred from maintaining a claim or set-off against the other in arbitration. Any party who refuses to appear or participate in the arbitration proceedings will be subject to default in accordance with the American Arbitration Association rules then existing. (30) Thirty days prior to the date set for the arbitration, the parties shall make a good faith exchange of any and all documents, photographs, videos, etc., relating to the controversy between them. The arbitrator, in his or her sole discretion, shall have the power to order additional discovery of any sort allowed under California Law. The arbitrator may also hire independent experts to assist the mediation process. Prior to settlement or award and subject to the "Attorneys' Fees" paragraph of this Contract, the costs of mediation and arbitration, including experts, shall be borne equally by the parties. Nothing in the foregoing should be interpreted to interfere with a Contractor or Subcontractor's right to sue to enforce mechanics lien rights and foreclose thereon, but the parties herein agree they will timely cooperate and seek an order from the court to stay any such proceeding in Superior Court to allow for the mediation and arbitration of all disputes which are subject to the jurisdiction of an arbitrator.
- 27. ATTORNEYS' FEES.** If either party becomes involved in litigation or arbitration arising out of this Contract or the performance thereof, the court or arbitrator in such litigation or arbitration, or in a separate suit, shall award costs and expenses, including expert witness fees and reasonable attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court or arbitrator will not be bound by any fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
- 28. AMBIGUITY.** In the event that the language of this Contract is determined to be ambiguous, the Contract shall be construed as having been jointly drafted by the parties to it and not interpreted against either one as the drafter of the Contract.
- 29. MUTUAL RESPONSIBILITY.** Contractor shall afford Owner and any contractors working directly or indirectly for Owner reasonable opportunity for introduction and storage of materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs in accordance with this Contract. If part of Contractor's WORK depends on proper execution or results upon construction or operation by Owner or another contractor, Contractor shall before proceeding with that portion of the WORK, promptly report to Owner any apparent discrepancies that would render it unsuitable for such proper execution and results.

30. DAMAGE TO PROJECT AND INSURANCE. Owner has the right, but not the obligation, to procure appropriate insurance, including Builders All Risk insurance to cover losses during course of construction, including vandalism, and malicious mischief, at Owner's own cost. Notwithstanding any such insurance procured by Owner, if the Project is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the Project shall be paid for by Owner as extra work, unless such destruction or damage was caused by Contractor or any of his employees, subcontractors or material suppliers, in which case Contractor shall perform such work at its sole expense. Contractor will maintain in full force and effect, a general liability and workers' compensation insurance policy which cover the WORK and Contractor's employees. Contractor is not obligated to procure any additional insurance coverage exceeding its current policies in effect. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and persons on the job site at Owner's invitation. The insurance required by this provision shall remain in effect for as long as the Contractor has an insurable interest in the property and until the Project is completed. If the Project is destroyed or damaged by any insurable cause, then any work done by Contractor in rebuilding or restoring the Project shall be paid for by Owner as extra work.

31. PROJECT SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance of the Contract. In the event that Contractor encounters on site conditions that Contractor reasonably believes to be harmful in any way, including hazardous materials, asbestos, and PCBs that have not been rendered harmless, Contractor shall promptly notify Owner of such condition and immediately suspend work in the affected area. Work shall not resume unless and until such condition has been remedied to the satisfaction of Contractor. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) persons authorized to be on the Project site; (2) the materials and equipment of, and work performed by, Contractor, other contractors, and Owner; and (3) property adjacent to the Project site such as trees, shrubs, lawns, sidewalks, and roads. Any Contractor requirements for special or specific safety programs or certifications, live scans, or drug screening, not currently held by contractor may be subject to a change order.

32. SUPERVISION. Contractor shall supervise and direct the WORK using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the WORK, unless otherwise agreed to by the parties. Contractor shall be responsible for examining portions of the WORK already performed under the Contract to determine that such portions are in proper condition to receive subsequent WORK. Supervision may be transferred to a Subcontractor as determined by the Contractor. Any "inspections" required by local, government, city or special requirements to be completed by a third party shall be the Owners responsibility.

33. SUBCONTRACTORS. Owner acknowledges that Contractor has the right to subcontract any portion of the WORK contemplated hereunder. In the event that Contractor does subcontract a portion of the WORK to a subcontractor, Contractor agrees to have such subcontractor be contractually obligated to Contractor in the same or substantial manner as Contractor is obligated to Owner hereunder. Contractor does not assume any liability whatsoever for Subcontractors or any WORK completed by others.

34. TERMINATION. If work is stopped for a period of (30) thirty days for any reason other than the fault of Contractor or one of its subcontractors, or if there is a material breach of the Contract by Owner, Contractor shall have the right to elect to terminate the Contract. Owner may terminate the Contract at any time for any reason upon (7) seven days written notice to Contractor. Upon termination, Contractor shall be entitled only to payment for all work performed, materials acquired for project, overhead, profit, and equipment provided through the date of termination. If the Contract is terminated by Owner, Contractor's one-year guarantee obligation shall commence on the date that Owner sends notification to Contractor of cancellation.

35. NOTICE TO CURE. As a condition precedent before any action or arbitration can be brought by Owner against Contractor or any of Contractor's subcontractors for any alleged construction defect, default under this Contract, or any other claim for damages, Owner must

provide written notice to Contractor and an opportunity to cure. The written notice must specifically identify the nature and location of any claimed construction defects, and/or defaults under the Contract. Owner must provide Contractor with the written notice within (30) thirty calendar days of discovery of the alleged defect or default, or any and all claims against Contractor for said defects and/or defaults are forever waived and barred. Owner must permit Contractor (5) five business days from the date that written notice from Owner to Contractor is actually received by Contractor, to begin curing or addressing the alleged defects and/or defaults. Within the (5) five day period, Contractor must either complete the corrections, or provide Owner with a written schedule for completion within a reasonable period of time. In the absence of Contractor's compliance with the above, Owner can employ any legal means to effect repairs and bring a claim against Contractor. Owner is exempt from the requirement of allowing Contractor an opportunity to cure, but not the requirement of notice, for emergency repairs. An emergency repair is one which is reasonably believed to be necessary to prevent personal injuries, or the loss or destruction of property in excess of \$2,500.00.

36. SITE PLANS, PERMITS & FEES. Unless documented in express Scope of Work herein, Inclusions/Exclusions summary, stamped structural drawings, stamped calculation packages, site plans, structure and/or product location approval by local or governing agencies, fabric attachment onto existing conditions analysis, existing framework inspection, local or governing permits, permit fees, inspections including city, local ordinance, California Division of the State Architect (DSA), governmental or special, surveying or otherwise approval by the governing agency are expressly excluded from this agreement. The Contractor does not represent, warrant, or guarantee in any way the items noted in this section or any other approval for construction will be obtained by the Contractor unless indicated in the Scope of Work.

37. FINAL DESIGN/APPLICATION. Contractor will not be responsible for the cost of a new sun shade structure or other product, or other collateral expenses, should the customer not be satisfied due to appearance of the final design and/or other variations beyond Contractor control. Seam patterning is determined based on the most economical solution.

38. STORAGE FEES. If Owner fails to take delivery of any Product on any mutually agreed upon scheduled delivery date within (30) thirty days of product arrival, Contractor shall store such Product and Owner shall be invoiced on the first day of each month following such scheduled delivery for reasonable administration and storage costs of 1.5% of contract total.

39. EXCLUSION FOR CONCEALED CONDITIONS. The Contractor will contact dig alert prior to the delivery and installation, and the Owner is obligated to have any underground latent conditions marked where there will be any digging at the installation location. If during the course of delivery and installation of any product, any latent conditions or underground that has not been marked by the Owner or communicated via as-built drawings then the Owner promises to indemnify, defend, hold harmless, waives and releases Contractor from any loss liability or damages associated with the installation. Concealed conditions include but are not limited to underground lines such as fiber optics, water, irrigation, sewer, electrical, gas, and unknown underground metal, asphalt, concrete or any other unknown obstacle not identified when this contract was established. If any concealed conditions are found during the construction process Contractor shall notify the Owner immediately upon such determination. Contractor shall continue WORK in other areas where practical to maintain project schedule. Contractor reserves the right to determine this practicality of continuation at their discretion. If concealed conditions are discovered Contractor will provide a subsequent change order to the Owner for authorization prior to continuation in the impacted area. Contractor has provided this contract based upon observations in the field, plans provided by Owner, or dimensioning software provided by others. As such Contractor cannot be found liable for discovering or damaging any unforeseen conditions including but limited to utility lines or any other unknown obstacle in which case the Owner shall bear the full responsibility. Additional construction equipment, labor, materials and/or means for progressing with excavation, steel placement, concrete installation may require a change order to be authorized and amended into this agreement prior to continuation of such services. Price quotes assume drilled pier footings unless specified otherwise in the Scope of Work Inclusions and Exclusions. Adjustments to the drilled pier foundation style including but not limited to spread footings, moving footing locations, bolting to existing foundations or any other third-party engineered approved



method may incur a change order for additional costs which shall be the Owners responsibility. Excavation conditions assume "standard soil" that does not contain sand, water, river rock, caliche, embedded rock, limestone, rocks larger than (5") five inches in diameter or heavier than (5) five pounds, other "hard rock conditions" or any other environment in which supplemental labor, equipment, material and/or third-party engineering services, including letters of approval, are required unless specified in the Scope of Work Inclusions and Exclusions.

40. CONFIDENTIALITY. Contractor agrees to hold all information in relation to this project as private and non-disclosure. We will not disclose your contractual terms without prior approval from the client mentioned in this agreement.

41. NO THIRD-PARTY BENEFICIARIES. This contract establishes no third-party assignments, rights, commitments or obligations between Contractor and any other organization, company or person, including any Owner who is not also an original purchaser of the materials and services provided by Contractor herein. The Contractor and Owner acknowledge and agree upon that there is no intention for any third-party beneficiary of the contract.

42. GOVERNING LAW. The Contractor and Owner authorize this contract to be interpreted and enforced in line with the laws of the State of California.

43. COMPLETE AGREEMENT / NO RELIANCE. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The terms of this Contract and its related exhibits and addendums supersede any representations in marketing materials or online web content. Owner hereby acknowledges that it has not relied upon any statements, claims or representations by Contractor, its representatives or distributors which are not expressly stipulated herein, including without limitation any statements, claims or representations as to the products, materials, services or warranties provided hereunder. This Contract can be modified only by a writing signed by both the Owner and Contractor.

44. PURCHASE ORDER. A subsequent Purchase Order may be initiated to authorize the acceptance of this agreement. The Purchase Order must expressly accept the terms and conditions of this agreement including this contracts reference number.

45. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions are attached as Addendum "1" to this Contract. All such concurrently or later addendums executed by the Owner and Contractor referencing the within Contract are hereby incorporated herein by reference and made a part of this Contract.

PRELIMINARY NOTICE INFORMATION

The Project is owned by: _____
(Name or names that appear on the deed of trust to the Project)

The Owner's address is: _____
(Street Address) (City) (State) (Zip Code)

The construction lender for the Project is: _____
(Include name and branch location)

The construction lender's address is: _____
(Street Address) (City) (State) (Zip Code)

ATTACHMENTS 1-3

(1) Change Order Form

Sample Change Order Form is attached to this contract.

(2) Color Selection Forms

Sample Color Selection Forms are attached to this contract.

(3) Commercial General Liability Insurance (CGL) and Worker's Compensation Insurance

This Contractor carries commercial general liability insurance written by Nautilus Ins Co. Contractor is not obligated to procure any additional insurance coverage exceeding its current policies in effect. A copy of the Contractor's standard insurance is attached to this contract as Exhibit 3 for your review prior to acceptance of the Contractor's proposal.

Mark One:

- This Contractor has no employees and is exempt from workers' compensation requirements.
- This Contractor carries workers' compensation insurance for all employees.

Contractor is not obligated to procure any additional insurance coverage exceeding its current policies in effect. A copy of the Contractor's standard workers compensation insurance is attached to this contract as Exhibit 4 for your review prior to acceptance of the Contractor's proposal.



Project Address: _____
(Street) (City) (State) (Zip)

Project Description: _____

Project name: _____ Project number: _____
Project contract date: _____ Contact: _____
Phone: _____ Email: _____

The contract for the aforementioned project is hereby modified and amended as follows: (DESCRIBE CHANGES REQUESTED) _____

It is mutually agreed that the contract price is INCREASED/DECREASED (circle one) by \$_____, as a PAYABLE/DEDUCTIBLE (circle one) change order in accordance with the terms of our contract.

As a result of this change order, the progress payment schedule will be changed in the following manner: _____

As a result of this change order, the time for completion of the aforementioned contract is hereby EXTENDED/REDUCED (circle one) by an additional _____ days.



SOUTHERN
HEMISPHERE
SHADES, INC.

CHANGE ORDER

This change order is incorporated into and governed by the contract for the aforementioned Project and is incorporated therein.

Dated: _____

Submitted by Contractor:

By: _____

Contractor

Authorized Signer Name

Authorized Signer Title

Dated: _____

Approved by Owner:

By: _____

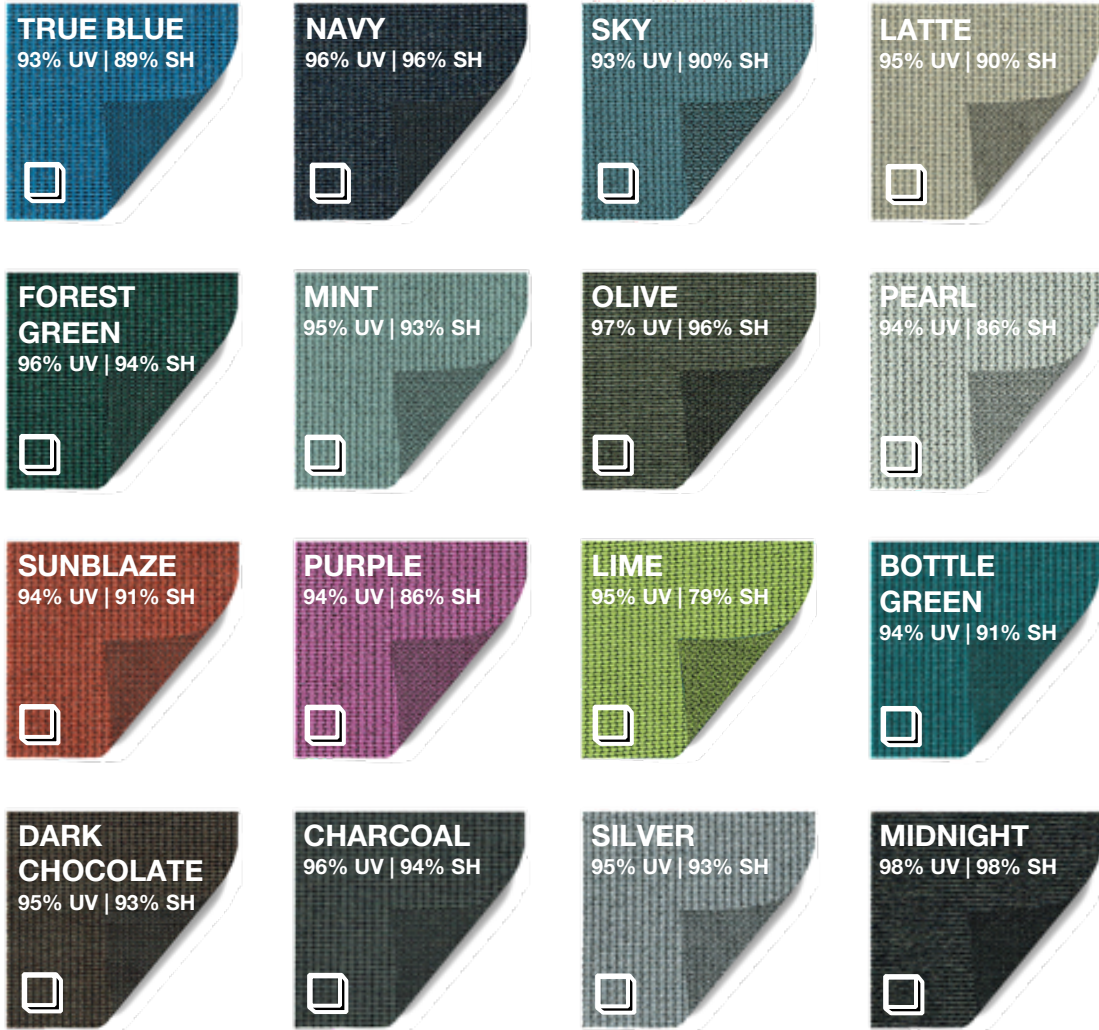
Authorized Signer Name

Authorized Signer Title



SOUTHERN
HEMISPHERE
SHADES, INC.

COLORS SOLACE FR MESH



Solace FR Mesh is the finished fabric coverings offered exclusively through Southern Hemisphere Shades, Inc. Solace FR Mesh fabric covers utilize raw materials that are certified by the California State Fire Marshall (CSFM), Division of State Architect (DSA), National Fire Protection Association (NFPA 701) and ASTM International (ASTM E-84). Please note due to variations in the material this is printed on or device being viewed with the colors depicted here may vary slightly from the finished product. UV stands for Ultraviolet Radiation and the percentage of rays blocked from the sun, which are known to damage the skin including the potential of skin cancer. SH stands for shade factor which is the amount of shade we see underneath the covering during a sunny day. Essentially it's the amount of visible light that is stopped. As example the color Midnight stops more visible light than Pearl.





SOUTHERN
HEMISPHERE
SHADES, INC.

COLORS STEEL

HYPER BLUE SW 6965 <input type="checkbox"/>	LOYAL BLUE SW 6510 <input type="checkbox"/>	DYNAMIC BLUE SW 6958 <input type="checkbox"/>	REAL RED SW 6868 <input type="checkbox"/>
DECISIVE YELLOW SW 6902 <input type="checkbox"/>	AFRICAN VIOLET SW 6982 <input type="checkbox"/>	LUCKY GREEN SW 6926 <input type="checkbox"/>	NIFTY TURQUOISE SW 6941 <input type="checkbox"/>
BEIGE SW 2859 <input type="checkbox"/>	BLONDE SW 6128 <input type="checkbox"/>	CELERY SW 6421 <input type="checkbox"/>	JADE DRAGON SW 9129 <input type="checkbox"/>
EXTRA WHITE SW 7006 <input type="checkbox"/>	REFUGE SW 6228 <input type="checkbox"/>	VINTAGE VESSEL SW 9050 <input type="checkbox"/>	MONORAIL SILVER SW 7663 <input type="checkbox"/>
THUNDER GRAY SW 7645 <input type="checkbox"/>	BLACK MAGIC SW 6991 <input type="checkbox"/>	COBBLE BROWN SW 6082 <input type="checkbox"/>	TERRA COTTA SW 2803 <input type="checkbox"/>

Please mark your color choice and initial at the bottom of the page. Due to variations in the material this is printed on or device being viewed with the colors depicted here may vary slightly from the finished product.



Please complete the information below and include with the following documents...

1. Fabric Color Section: Colors Solace FR Mesh document with choice selected.
2. Steel Color Selection: Colors Steel document with choice selected.

Project Address: _____
 (Street) (City) (State) (Zip)

Project name: _____ Project number: _____
 Project contract date: _____ Contact: _____
 Phone: _____ Email: _____

Dated: _____

Dated: _____

Submitted by Contractor:

Approved by Owner:

By: _____

By: _____

Contractor

Authorized Signer Name

Authorized Signer Name

Authorized Signer Title

Authorized Signer Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bill Hoge Insurance Agency 729 Sunrise Ave, #502 Roseville CA 95661		CONTACT NAME: Bill Hoge Insurance Agency PHONE (A/C, No, Ext): 916-749-3702 FAX (A/C, No): 877-749-3707 E-MAIL ADDRESS: bill@hogeinsurance.com	
INSURED Southern Hemisphere Shades, Inc. 4212 Roseville Rd. Ste. G North Highlands 95865		INSURER(S) AFFORDING COVERAGE INSURER A : Atlantic Casualty Insurance Company INSURER B : FARMERS INS EXCH 21652 INSURER C : Evanston Insurance Company INSURER D : STATE COMPENSATION INS FUND 35076 INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		L358000204-1	04/09/2023	04/09/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		606763196	09/24/2022	09/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EZXS3111872	04/09/2023	04/09/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	926375722	11/05/2022	11/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bill Hoge</i>
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Change Order 01

Date: September, 19, 2023

Project Name: Clayton B. Wire Deferred Maintenance
 Project No: 0262-461
 DSA File No: N/A
 DSA Application No: N/A

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: John F. Otto, Inc. dba Otto Construction
 1717 Second Street
 Sacramento, CA 95811

Architect: None

Construction Manager: Kitchell CEM
 2450 Venture Oaks Way, Suite 500
 Sacramento, CA 95833

Reference	Description	Cost	Days Ext.
Requested by: Performed by: Reason:	Project Close-out of Unused Owner Allowance District N/A Reconciliation of contract		0
Contract time will be adjusted as follows:	Original Contract Amount with Allowances:		\$2,832,000.00
Previous Completion Date: 5/19/2023	Amount of Previously Approved AED(s)/PCO(s):		\$0.00
0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$	(72,015.72)
Current Completion Date: 5/19/2023	Revised Contract Amount After this change order:		\$2,759,984.28

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures

District: Sacramento City USD

Contractor: John F. Otto, Inc. dba Otto Construction

Allison Otto

9/20/23

 Jesse Castillo, Interim CBO Date

 Allison Otto, President & CEO Date



AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Architect ") (collectively the "Parties");

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on June 22, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be November 2, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after November 2, 2023, on a fee basis up to a maximum of \$516,463.50, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Design services for new booster pump, batting cage design and Romtec building, which was not included in original scope of work

Description of funding changes to contract:

Original contract amount	\$443,598.75
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$443,598.75
Amount of this change order.....	\$72,864.75

NEW CONTRACT AMOUNT.....\$516.463.50

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: November 2, 2023

**Sacramento City Unified School
District**

Verde Design, Inc.

Jesse Castillo
Assistant Superintendent of Business
Services

Mark Baginski



VERDE DESIGN

1843 Iron Point Rd, Suite 140
Folsom, CA 95630
t 916.415.6554 f 408.985.7260
www.VerdeDesignInc.com

Revised October 10, 2023
September 5, 2023

Mr. Chris Ralston
Director, Facilities Management & Operations
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Delivered via Electronic Mail

RE: Add Service Request 001R – Booster Pump, Batting Cage & Romtec
JFK HS Baseball and Softball Field Renovations
Verde Project Number 2304201

Dear Chris:

Per our conversation we have prepared the following request for additional services related to the above-referenced project. The proposal is for work identified outside of our original scope of work. The items included in this request are as follows:

1. Provide the design, engineering and detailing for a new booster pump unit and do an investigation of the existing irrigation controllers to determine if they need to be replaced. This work was not part of the original scope. We will need to meet maintenance staff on site to review and understand the existing irrigation system and coordinate with the proposed system for the baseball and softball fields. We will review the existing irrigation schedule to understand how the system is operated, provide pump requirements, booster pump design, and details. Review existing controllers and provide upgrade options that will work with proposed renovations. Electrical will provide and design power to replace and connect new booster pump and will coordinate the electrical loads with Verde Design. Provide required details for disconnect switch for outdoor connection along with details per standards with flow sensor and master valve, along with construction support.

Fees:

Verde Design	\$ 4,200
Electrical Engineer	\$ 6,600
Irrigation	\$ 6,325
Total Fee	\$ 17,125

2. Provide the design, engineering and detailing for a new metal roof batting cage for the baseball and softball fields. Per the original contract the batting cage was to match Hiram Johnson high school which is a chain link roof. The new batting cage will be designed to have a single sloped metal roof to match the style of the metal roof dugouts and include interior lighting. Structural will design and provide structural calculations and detailing for the two single bay batting cages (one for baseball and softball each) and post permit construction administration. Electrical to provide and design lighting for the baseball and softball batting cage. Verde Design will also coordinate the mounting details and structural calculations. Construction administration will be included.

Fees:

Verde Design	\$ 5,200
Electrical Engineer	\$ 7,700
Structural Engineer	\$ 5,720
Total Fee	\$ 18,620

3. Provide design and engineering for a Romtec building which will include two rooms, single use restroom and site utility infrastructure. For the pre-engineered buildings, whether it is Romtec, Enviroplex, or Meehlis, there is a purchase price for the completion drawings. At Hiram Johnson, AM Stephens covered this cost. For this project we are covering the cost so Romtec can provide complete 100% drawings for bidding. This fee is not known up front. Romtec needs to design the building first. Once the style, fixtures, components, doors, and roof designs are accepted, they then provide a fee and proposal for the completion drawings. Final decisions were made on the building in early August, and Romtec provided their proposal on 8/11/23. 100% construction drawings will include the overall building along with plumbing, electrical lighting, outlets, and restroom equipment. Electrical to provide and design power to connect to a modular restroom and details along with construction administration.

Fees:

Verde Design	\$ 5,600
Electrical Engineer	\$ 3,300
Romtec	\$ 24,750
Total Fee	\$ 33,650

The additional fee to complete the scope of work is **\$69,395**.

Chris, if this proposal meets with your approval, then sign and return this proposal to our office or issue a purchase order that reflects the contents of this proposal. Thank you. This proposal shall remain valid for a period of thirty (30) days.

Respectfully submitted,
Verde Design, Inc.



Mark S. Baginski RLA LEED AP
Principal

cc: Verde Design Distribution

PROPOSAL APPROVED BY:
Sacramento City Unified School District

Date