

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: November 3, 2021

Board Item: Independent Contractor, Professional Services, Field Service and Master Contract Agreements

HISTORY

This is a monthly item. Education Code §§ 17604 and 17605 allow the Board of Trustees to delegate certain authority to District staff and pursuant to Resolution No. 1112-12, adopted on September 12, 2011, the Board delegated authority to the Deputy Superintendent, Business and Support Services, Executive Director, Fiscal Services and the Director, Purchasing the authority to sign and execute all contracts.

Education Code § 17605 requires all delegated transactions entered into by delegated staff be reviewed by the governing board every 60 days.

BACKGROUND INFORMATION

Independent Contractor, Professional Services, Field Service, and Master Contract Agreements are standard District template contracts, which have been reviewed by independent District legal counsel. The Purchasing and Contracts department prepares contracts, utilizing the appropriate contract form for the type of service requested and submits the contract, less the standard terms and conditions for Board consideration and approval. The standard terms and conditions for every type of contract are posted on the Purchasing website for public viewing and efficiency purposes to reduce the size of the Board agenda. A contract listing summary is provided for ease of review and information; however, the Board is requested to approve the actual contract included in the agenda item, not the summary itself.

CURRENT CONSIDERATIONS

Each contract, at a minimum, includes the rate(s) of services, scope of work to be provided, and term of the agreement.

FINANCIAL IMPLICATIONS

Each contract varies to the financial cost, depending on need and availability of funding.

STAFF RECOMMENDATION

It is recommended the Board approve and/or ratify all contracts submitted for consideration.

PREPARED BY: Lynh Rust, Executive Director, Contracts and Purchasing

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

NOVEMBER 3, 2021 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

New Agreements

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	2122167	CFD 92-1 Las Flores	TELACU Construction Management, Incorporated	Provide construction management services for the exterior repaint project at Tesoro High School	11/1/21 to 12/31/22	\$59,400.00
ICA	2122168	CFD 98-2 Ladera Ranch	TELACU Construction Management, Incorporated	Provide construction management services for the exterior repaint project at San Juan Hills High School	11/1/21 to 12/31/22	\$59,400.00
ICA	2122169	CFD 92-1 Las Flores	TELACU Construction Management, Incorporated	Provide construction management services for the exterior repaint project at Las Flores Elementary and Middle School	11/1/21 to 12/31/22	\$59,400.00
ICA	2122188	Deferred Maintenance	TELACU Construction Management, Incorporated	Provide construction management services for the turf replacement project at San Juan Hills High School	11/1/21 to 12/31/22	\$142,560.00
FSA	2122190	Routine Repair & General Maintenance	A Cabral Roofing Group	Provide labor and material for the roof repair project at Bergeson Elementary School	10/1/21 to upon completion	\$24,500.00
FSA	2122191	Routine Repair & General Maintenance	Wachter, Incorporated	Provide material and labor to install security cameras at District Office	10/1/21 to upon completion	\$19,377.39
*MCA	2122192	Special Education	Cherry Gulch, Incorporated	Provide general education programs and special education instruction, residential and mental health services	7/1/21 to 6/30/22	\$200,000.00
ICA	2122193	Transportation	NVB Equipment, Incorporated	Provide maintenance and inspection of CNG bus fire system	10/1/21 to 6/30/22	\$30,000.00
MCA	2122194	Special Education	Ro Health, Incorporated	Provide Licenced Vocational Nurse staff	7/1/21 to 6/30/22	\$200,000.00

NOVEMBER 3, 2021 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

New Agreements

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
MAAS	PA 5	State Prop 51 Matching Funds	LPA, Incorporated	Provide architectural services for the new two story classroom project building Dana Hills High School	10/1/21 to 12/31/25	\$1,185,000.00
MAAS	PA 14	Developer Fees	HMC Architects	Provide architectural and engineering services for the portable building addition at Escencia K-8 School	11/1/21 to 12/31/22	\$166,218.00
PSA	2122195	Special Education	Katherine Avila	Provide physical therapy services	10/11/21 to 6/30/22	\$45,000.00
ICA	2122197	State Prop 51 Matching Funds	TELACU Construction Management, Incorporated	Provide construction management services for a new 2-story classroom building project at Dana Hills High School	10/1/21 to 12/21/25	\$1,184,160.00

\$3,375,015.39

NOVEMBER 3, 2021 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

Page 3 of 3

Amendments

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	2122061	Special Education	Autism Spectrum Therapies, LLC	Provide independent educational evaluation (IEE) in the area of functional behavior assessment and direct behavior intervention and supervision to District students	Increase contract value from \$40,000 to \$115,000	\$75,000.00
PSA	2122069	Special Education	John Romeo dba Full Cell Braille, Incorporated	Provide braille transcript services for District visually impaired students	Increase contract value from \$7,500 to \$15,000	\$7,500.00
ICA	2122144	Unrestricted General Fund	Strategic Kids	Provide qualified paraeducators and student supervisors to provide supervision and education support services to students engaged in the extended learning program for periods not exceeding 60 working days	Increase contract value from \$900,000 to \$1,137,600	\$237,600.00
PSA	2122173	Special Education	Kristin Enriquez Capalbo dba Sevi's Smile, LLC	Provide educational counseling/inclusion specialist services	Increase contract value from \$6,500 to \$14,000	\$7,500.00
PSA	2122181	Special Education	PRIDE Learning Co.	Provide compensatory education, spelling and reading intervention program	Increase contract value from \$9,575 to \$24,775	\$15,200.00

\$342,800.00

FSA - Field Service Agreement
ICA - Independent Contractor Agreement
ICASS - Independent Contractor Agreement for Special Services
LSA = Legal Services Agreement
MAAS - Master Agreement For Architectural Services
*MCA - Master Contract Agreement
PA - Project Addendum
PSA - Professional Services Agreement

* No "not to exceed" amount included in the master contract. The master contract agreements do not include a not to exceed dollar amount as it may limit the flexibility to place special education students in a timely manner.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **November 4, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

TELACU CONSTRUCTION MANAGEMENT, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the proposal received pursuant to RFP No. 6-1718, the RFP No. 6-1718 document and any certifications and documents described therein, including but not limited to any addenda (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit aA. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$59,400.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **November 1, 2021 through December 31, 2022** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : November 03, 2021

Contractor

Signature: _____
 Name: John Clem
 Title: President
 Address: 604 N. Eckoff Street
Orange, Ca. 92868
 Email Address: dclem@telacu.com



EXHIBIT A

TELACU Construction Management
604 N. Eckhoff St.
Orange • CA 92868
T 714.547.2390
F 714.541.9411
www.TELACU.com

8/20/2021

Capistrano Unified School District
John Forney, Chief Facilities Officer
33122 Valle Rd.
San Juan Capistrano, CA 92675

Mr. Forney,

Thank you for providing TELACU Construction Management the opportunity to propose our services to the Capistrano Unified School District. As discussed, attached you will find the staffing plans associated with the SJHHS, THS, LFES Painting Projects.

Brief Scope of Services:

- Assist in the planning and design of each site
- Create bid documents and perform all bid phase activities for all three sites
- Oversee the construction activities at all three sites
- Ensure project closeout

We look forward to collaborating with the Capistrano Unified School District on the successful completion/implementation of all existing and upcoming projects. Please feel free to reach out to me at 714.656.7315 or dclem@telacu.com, should you or the District have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Clem'.

Daniel Clem
Director
714.656.7315
dclem@telacu.com



THS Painting Project

STAFF POSITION	HOURLY RATE	1		2		3		4		5		Subtotal Hours	Subtotal Costs
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Project Director	\$ 180	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	80	\$ 14,400
Project Manager	\$ 150	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	300	\$ 45,000
Monthly Subtotals		76	\$ 11,880	76	\$ 11,880	76	\$ 11,880	76	\$ 11,880	76	\$ 11,880	SUBTOTAL	\$ 59,400



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WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit aA. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$59,400.00** in the aggregate under the term of this Agreement.

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Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : November 03, 2021

Contractor

Signature: _____
 Name: John Clem
 Title: President
 Address: 604 N. Eckoff Street
Orange, Ca. 92868
 Email Address: dclem@telacu.com



EXHIBIT A

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F 714.541.9411
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8/20/2021

Capistrano Unified School District
John Forney, Chief Facilities Officer
33122 Valle Rd.
San Juan Capistrano, CA 92675

Mr. Forney,

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Brief Scope of Services:

- Assist in the planning and design of each site
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Sincerely,

A handwritten signature in black ink, appearing to read 'D. Clem'.

Daniel Clem
Director
714.656.7315
dclem@telacu.com



SJHHS Painting Project

STAFF POSITION	HOURLY RATE	1		2		3		4		5		Subtotal Hours	Subtotal Costs
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Project Director	\$ 180	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	80	\$ 14,400
Project Manager	\$ 150	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	300	\$ 45,000
Monthly Subtotals		76	\$ 11,880	76	\$ 11,880	76	\$ 11,880	76	\$ 11,880	76	\$ 11,880	SUBTOTAL	\$ 59,400



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Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit

A. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$59,400.00** in the aggregate under the term of this Agreement.

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Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : November 3, 2021

Contractor

Signature: _____
 Name: John Clem
 Title: President
 Address: 604 N. Eckoff Street
Orange, Ca. 92868
 Email Address: dclem@telacu.com

LFES Painting Project



STAFF POSITION	HOURLY RATE	1		2		3		4		5		Subtotal Hours	Subtotal Costs
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Project Director	\$ 180	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	16	\$ 2,880	80	\$ 14,400
Project Manager	\$ 150	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	60	\$ 9,000	300	\$ 45,000
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NOW, THEREFORE, the Parties agree as follows:

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Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit

A. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$142,560.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **November 1, 2021 through December 31, 2022** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : November 3, 2021

Contractor

Signature: _____
 Name: John Clem
 Title: President
 Address: 604 N. Eckoff Street
Orange, Ca. 92868
 Email Address: dclem@telacu.com

SJHHS Turf Replacement Project

STAFF POSITION	HOURLY RATE	Pre-Con		Pre-Con		Construction		Construction		Construction		Construction		Subtotal Hours		Subtotal Costs	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
Project Executive	\$ 220		No Charge		No Charge		No Charge		No Charge		No Charge		No Charge		0		No Charge
Project Director	\$ 180	32	\$ 5,760	32	\$ 5,760	32	\$ 5,760	32	\$ 5,760	32	\$ 5,760	32	\$ 5,760		192	\$ 34,560	
Project Manager	\$ 150	-	-	80	\$ 12,000	160	\$ 24,000	160	\$ 24,000	160	\$ 24,000	160	\$ 24,000		720	\$ 108,000	
Monthly Subtotals		32	\$ 5,760	112	\$ 17,760	192	\$ 29,760	192	\$ 29,760	192	\$ 29,760	192	\$ 29,760		SUBTOTAL	\$ 142,560	



CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 4th day of November 2021 by and between A CABRAL ROOFING GROUP, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount estimated to be \$24,500.00 for the following:

Provide labor and material for the roof repair project at Bergeson Elementary School.

As described in the attached Exhibit A.

2. The term of the Contract shall begin on 10/01/2021 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Executive Director, Maintenance, Operations and Transportation or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement
Capistrano Unified School District

7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification
☒ Quote/Proposal, dated 9/13/2021
☒ Plans and Specifications/Scope of Work
☒ Worker's Compensation Certificate
☒ Purchase Order Number R68A0283
☒ Liability Insurance Certificate
☒ Guarantee
☒ Certification by Contractor of Criminal Records Check
☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
☐ Payment Bond \$ _____
☐ Faithful Performance Bond \$ _____
☒ California State Contractor's License Number 864046 - Expires 10/31/2022
☒ Drug-Free Workplace Certification
☒ Tobacco Use Policy
☒ DIR Registrations No. 1000011570 – Expires 06/30/2022
☐
 Other _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

 By: _____
 Signature

 By: _____
 Signature

Lynh N. Rust
 Print Name

Armando Cabral
 Print Name

Executive Director, Contracts & Purchasing
 Title

President
 Title

Board Approval Date: November 3, 2021

 (Corporate Seal, if Incorporated)

 Field Service Agreement
 Capistrano Unified School District



EXHIBIT A

CRG aCabral Roofing Group

a Manufacturer Certified Roofing Contractor

ROOF REPAIR PROPOSAL

September 13, 2021

Mr. Ben Dewees
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

Project:
Walkway Roof Repair Project (7 Locations)
Bergeson Elementary School
25302 Rancho Niguel Road
Laguna Niguel, CA

Mr. Dewees

Job/project Description:

Walkway Building: at 7 specified areas (Deteriorated deck) remove roofing with flashings including deteriorated plywood and replace with new plywood and roofing to match existing roofing membrane as per Tremco, Inc. (Manufacturers) Specifications & recommendations.

Scope of work:

Removal of existing roofing at specified areas where roofing has failed. Remove deteriorated decking and replace with new plywood at 7 locations, Install an inverted cap sheet mechanically fastened followed by the installation of a new edge metal at perimeters to match existing face followed by an Installation of a built up roof- a 2 ply system which includes a surface granulated membrane to match existing. All plies are to be fully adhered and completed according to manufacturer's specifications and or recommendations to complete a waterproofing solution.

SPECIFICATION:

#PowerPly Roofing System (granulated surfaced)

System Components

@ 7 locations; Remove edge flashing, Roofing and deteriorated decking

@ 7 locations; Install new plywood @ Each Location...Included

@ 7 locations; Install 2 ply power ply membrane including granulated surface sheet

@ 7 locations; Edge metal with ply membrane

@ 7 locations; Fully adhere 2 ply system

Payment Terms:

The buyer shall pay seller the Contract Sum in current funds for the sellers' performance of the contract. The contract sum shall be **Twenty Four Thousand Five Hundred Dollars**, amount is subject to additions and/or deletions as provided in the contract documents and/or change orders. Progressive payments schedule shall be arranged prior to the work starting.

PRICE QUOTED FOR THE SPECIFIED WORK (\$3,500.00 Each X 7 locations): **\$24,500.00—Price**

Breakdown of pricing is: (\$15,000.00 materials +\$9,500.00 Labor)

Alternate Additive pricing:

Price quoted for 1/2" x 4' x 8' wood deck replacement per square foot: **\$6.50/ sq.ft-Price**

Performance and Application:

Contractor agrees to furnish at the project, all labor, materials, tools, equipment, services and other facilities required for the efficient execution of the work described within the scope of this contract.

Exclusions:

Removal of Roofing unless noted; Testing and or removal of Hazardous Materials, Rough Carpentry (unless noted); Painting, Interior protection, Gutters and Downspouts, Expansion joints, Electrical, disconnecting of any equipment **or anything not specified in system components.**

Guarantee: 1-Year Contractor Warranty.

Price Protection: This proposal is good for 30 days. **Davis bacon wages included.**



CRG aCabral Roofing Group

By: Armando Cabral, Project Manager

Authorized/Accepted By: Ben Dewees

Name

State Capacity: Manager

Date: 9/22/2021



CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 4th day of November, 2021 by and between WACHTER, INCORPORATED, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount estimated to be \$19,377.39 the following:

Provide material and labor for the installation of security cameras at the District Office.

As described in the attached Exhibit A.

2. The term of the Contract shall begin on 10/1/2021 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Executive Director, Maintenance, Operations and Transportation or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated 73680v1.0, 9/23/2021
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number R68A0287
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ 0
- ☐ Faithful Performance Bond \$ 0
- ☐ California State Contractor's License Number 812907
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ DIR Registrations No. 1000016780
- ☐
- Other _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
SignatureBy: _____
SignatureLynh N. Rust
Print NameBradley Botteron
Print NameExecutive Director, Contracts & Purchasing
TitlePresident
Title

Board Approval Date: November 3, 2021

812907
Contractor's License No._____
(Corporate Seal, if Incorporated)



Introduction

Thanks

Thank you for the opportunity to provide the following proposal for the Capistrano Unified School District project.

We appreciate your consideration of Wachter — our goal is to deliver a successful project and build a lasting partnership with your firm.

Wachter At a Glance

Founded: 1930
Corporate Structure: Privately Held
Total Employees: 1,400
Headquarters: Lenexa, KS
Regional Offices: 12

The Wachter Advantage

Wachter is a leading nationwide solutions integrator offering managed services, electrical systems, IT networks, audiovisual, industrial automation, and safety and security solutions.

Wachter designs, installs, and maintains these complex systems, providing clients with a competitive edge by increasing productivity, lowering operational costs, and streamlining internal processes.

Wachter is here to keep critical systems delivering a return on your investment.

Pricing

Project Pricing	
Professional Services	\$ 917.25
Material & Hardware	\$ 10,377.13
Installation Labor	\$ 5,662.78
Installation Materials	\$ 1,431.10
Shipping (Estimated)	\$ 180.82
Tax (7.75% on Equipment and Materials)	\$ 808.31
TOTAL	\$ 19,377.39



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 1, 2021 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**")

CHERRY GULCH, INCORPORATED

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Terms and Conditions. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract and is fully incorporated in its entirety.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2021 through June 30, 2022.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract ☐ Special Conditions ☒ Required Documents and Certifications
☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

"DISTRICT"

By: Capistrano Unified School District
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date : November 3, 2021

"CONTRACTOR"

By: Cherry Gulch, Incorporated
Name: Katie Rienstra
Title: Executive Director
Email: lauraw@cherrygulch.org

EXHIBIT A: 2021-2022 RATES

CONTRACTOR Cherry Gulch, Incorporated CONTRACTOR NUMBER 77-76422-0136812 2021-2022
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____

Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$5,180.00	Month
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group		
	c. Counseling – Parent/Family		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care	\$1,295.00	Month
(13)	Residential Mental Health Services	\$6,475.00	Month
(14)	NOTE: invoicing done as flat monthly fee of.....	(\$12,950.00	Month)

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.



This Agreement for Contracted Services ("Agreement") is effective as of **November 4, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

NVB EQUIPMENT, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$30,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **October 1, 2021 through June 30, 2022** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : November 3, 2021

Contractor

Signature: _____
 Name: Michael Oddo
 Title: CEO
 Address: PO Box 2367
Fresno, CA 93745
 Email Address: kristina@nvbequipment.com



FEE SCHEDULE
PERIOD JULY 1, 2021 to JUNE 30, 2022

COMPANY NAME: NVB Equipment

REP NAME: Michael Oddo

E-MAIL ADDRESS: mike@nvsequipment.com

California State Contractor's License Number N/A

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1) Contractor DIR Registration
 DIR Registrations No. N/A

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Vehicle fire suppression and air conditioning

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Field Rate	.175.00

PARTS PERCENTAGE MARK-UP:

40%

ANY ADDITIONAL CHARGES:

Shop Supply = 5% of labor charge



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 1, 2021 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**")

RO HEALTH, INCORPORATED

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Terms and Conditions. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract and is fully incorporated in its entirety.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2021 through June 30, 2022.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract ☐ Special Conditions ☒ Required Documents and Certifications
☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

"DISTRICT"

By: Capistrano Unified School District
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date : November 3, 2021

"CONTRACTOR"

By: Ro Health, Incorporated
Name: Jeff Widmyer
Title: Chief Executive Officer
Email: marmstrong@rohealth.com

EXHIBIT A: 2021-2022 RATES

CONTRACTOR Ro Health, Incorporated CONTRACTOR NUMBER 9902177 2021-2022
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group	_____	_____
	c. Counseling – Parent/Family	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services – LVN	\$60.60	Hour
	Nursing Services – LVN with Trach/Vent Student	\$62.50	Hour
(13)	Residential Mental Health Services	_____	_____
		_____	_____
(14)	Other _____	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

**PROJECT ADDENDUM
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services ("Addendum") is made as of **November 04, 2021**, and forms a part of the Agreement for Architectural Services between **Capistrano Unified School District**, a California public school district ("District") and **LPA, Incorporated** ("Architect") (collectively "Parties") dated **September 20, 2021** ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

Dana Hills High School New 2-Story Building, as further described in the Project Scope attached hereto as Exhibit "A".

The scope of work may include, but is not limited to the following, plus the following assumptions:
Architectural Services for the new 2-story building project at Dana Hills High School

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal in Charge:	<u>Donald Pender</u>
Principal:	<u>Jim Kisel</u>
Project Director:	<u>Rick Musto</u>
Project Architect:	<u>Steve Key</u>

- 3.2.1. The Architect agrees to contract for or employ at Architect's expense, the following Consultant(s) to be associated with the Project in the following capacities:

Electrical:	<u>LPA</u>
Mechanical:	<u>LPA</u>
Structural:	<u>LPA</u>
Civil:	<u>LPA</u>
Landscape:	<u>LPA</u>
Food Service:	<u>N/A</u>
Acoustics (Optional):	<u>TBD</u>
Estimating:	<u>HL Construction Management</u>
Other:	<u>Salas O'Brien</u>

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.
- 3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

Capistrano USD & LPA, Incorporated

New 2-Story Building Project Dana Hills High School

written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed One Million One Hundred and Eighty Five Thousand, Eight Hundred Dollars, (\$1,185,800).

The Fee is based on 7.7 % of

the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

An amount not to exceed _____ percent (____%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

An amount equal to _____ percent (____%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is _____ dollars (\$____), therefore the estimated fee is _____ dollars (\$____). (\$_____ x 0.____ = \$_____). The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time. **[USE THIS LANGUAGE ONLY WHEN YOU WANT TO FIX THE FEE AT A SPECIFIC POINT IN THE DESIGN PROCESS—HERE IT IS SET AT THE END OF DESIGN DEVELOPMENT. DO NOT USE THIS LANGUAGE IN INSTANCES WHEN YOU ARE PAYING A PERCENTAGE OF THE CONSTRUCTION COST BUDGET THROUGH COMPLETION, INCLUDING**

CHANGE ORDERS.]

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit “D.”**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit “D.”**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect’s error or omission.
- 6.5. The Architect’s Fee set forth in this Agreement shall be full compensation for all of Architect’s Services incurred in the performance hereof as indicated in **Exhibit “D.”**
- 6.6. Regardless of the structure of Architect’s Fee, the Architect’s Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit “A,” Section I (MEETINGS / SITE VISITS / WORKSHOP)

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase (as needed)
- 9.4. Initial Site Visits (as needed)
- 9.5. Meetings During Architectural Program (as needed)
- 9.6. Meetings During Schematic Design Phase (as needed)
- 9.7. Meetings During Design Development Phase (as needed)
- 9.7.2. Value Engineering Workshop (as needed)
- 9.8. Meetings During Construction Documents Phase (as needed)
- 9.9. Meetings During Bidding Phase (as needed)

Exhibit “B,” Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace Section 10. with the following:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District’s Board.

BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Principal	\$265.00
Director	\$240.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Manager	\$155.00
Design Coordinator II	\$160.00
Design Coordinator I	\$135.00
Designer III	\$125.00
Designer II	\$110.00

Designer I	\$100.00
Senior Specialist	\$125.00
Specialist III	\$105.00
Specialist II	\$95.00
Specialist I	\$85.00
Intern	\$75.00

CONSULTANTS	
Job Title	Hourly Rate
Principal	\$265.00
Director	\$240.00
Project Leader	\$185.00
Manager	\$155.00
Design Coordinator II	\$160.00
Design Coordinator I	\$135.00
Designer II	\$110.00
Designer I	\$100.00
Specialist III	\$105.00
Specialist II	\$95.00
Specialist I	\$85.00
Intern	\$75.00

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

Phase	Date to be Completed or Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	21 days
For Schematic Design Phase:	56 days
For Design Development Phase:	105 days
For Construction Documents Phase:	126 days
For Agency Review Phase:	224 days
For Bidding Phase:	56 days
For Construction Administration Phase:	546 days
For Close Out:	90 days

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

Capistrano USD & LPA, Incorporated

New 2-Story Building Project Dana Hills High School

Dated: November 3, 2021

Dated: _____, 20__

Capistrano Unified School District

LPA, Incorporated

By: _____

By: _____

Print Name: Lynh N. Rust

Print Name: Jon Mills

Print Title: Executive Director, Contracts & Purchasing

Print Title: Chief Operations Officer

EXHIBIT D



Capistrano Unified School District
Dana Hills High School Proposal
October 12, 2021

PROJECT DESCRIPTION/ ASSUMPTIONS AND APPROACH

LPA, Inc. (LPA) is pleased to submit the following Scope of Services and Fee Proposal to assist the Capistrano Unified School District (District) with architectural and engineering design services for a new 2-Story Classroom Building at Dana Hills High School, located in Dana Point, California.

NEW 2-STORY CLASSROOM BUILDING

The new 2-Story Classroom Building will include between 10 and 14 standard classrooms, depending on budget. This building will replace current existing portable classroom buildings on the south/east corner of the DHHS site. It is likely that the existing wrestling building modular and toilet room building will need to be relocated as part of this project. As many existing portables that can be removed will be demolished once the new classroom building is constructed.

1- PROGRAMMING/ SCHEMATIC DESIGN

During the Programming/ Schematic Design Phase, LPA will provide the following services to determine the scope for the construction of the project:

- 1.01 Architectural, civil, landscape, structural, mechanical, plumbing, and electrical, design/documentation which may include the following:
 - .01 Programming/site observation
 - .02 Conceptual site and building plans.
 - .03 Preliminary selection of systems and materials.
 - .04 Evaluation of existing site utilities and preliminary identification of site utility connections/scope.
- 1.02 Statement of Probable Construction Cost services during the schematic design phase consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected project delivery process and appropriate contingencies.

2 – DESIGN DEVELOPMENT

The Design Development Phase will commence upon approval of the schematic design documents and cost estimate. During the design development phase, LPA will provide the following services to determine the scope for the construction of the project:

- 2.01 Architectural, civil, landscape, structural, mechanical, plumbing, and electrical, design/documentation which may include the following:
 - .01 Developed site and building plans.
 - .02 Development of building systems and materials.
 - .03 Evaluation of existing site utilities, and identification of site utility connections/scope.
- 2.02 Project Development Scheduling services during the design development phase consisting of reviewing and updating previously established schematic design project schedules for decision-making, design, documentation, contracting and construction.
- 2.03 Statement of Probable Construction Cost services during design development phase consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

3 –CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, LPA shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the Client, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

- 3.01 Architectural design/documentation which may include Drawings and Specifications based on approved Design Development Documents, setting forth in detail the requirements for the Project including the following:
 - .01 Final site plan.
 - .02 Floor plans.
 - .03 Sections/elevations.
 - .04 Details.
 - .05 Building systems/materials.
 - .01 Specifications.



Capistrano Unified School District
Dana Hills High School Proposal
October 12, 2021

- 3.02 Structural Design/Documentation services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project including the following:
- .01 Structural details and systems.
 - .02 Structural calculations.
 - .03 Specifications.
- 3.03 Mechanical Design/Documentation services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project including the following:
- .01 Mechanical details and plans.
 - .02 Details and systems.
 - .03 Calculations.
 - .04 Specifications.
- 3.04 Electrical Design/Documentation services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents including the following:
- .01 Electrical plans (including sports field lighting coordination and scoreboard).
 - .02 Calculations.
 - .03 Details and schedules.
 - .04 Specifications.
- NOTE: Security system design and engineering are not included.
- 3.05 Civil Design/Documentation services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project including the following:
- .01 Demolition Plan.
 - .02 Horizontal Plan.
 - .03 Pavement Plan.
 - .04 Wet Utilities Plan.
 - .05 Final Grading Plan.
 - .06 Preparation of SWPPP.
 - .07 Specifications.
 - .08 Assistance with registering on SMARTS and obtaining WDID # and/or NOI.
- 3.06 Interior Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the requirements for interior construction for the Project including the following:
- .01 Finish plans.
 - .02 Reflected ceiling plans.
 - .03 Plan enlargements.
 - .04 Elevations.
 - .05 Details.
 - .06 Specifications.
- 3.07 Materials Research/Specifications during the Construction Documents Phase consisting of:
- .01 Assistance in development of Bidding documents.
 - .02 Assistance in development of their prepared Conditions of the Contract (General, Supplementary, and other Conditions).
 - .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - .04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 3.08 Statement of Probable Construction Cost services consisting of updating of the Design Development Phase Statement of Probable Construction Cost of the Project at Agency Submittal, taking into account:
- .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
 - .02 Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- 3.09 Summary of Presentations / Meetings services consisting of meeting attendance and presentations of Construction Documents and special presentation graphics by LPA to the following Client representatives:
- .01 One (1) – Oversight Committee Meeting.
 - .02 One (1) - Staff meeting.



- 3.10 Summary of Deliverables consisting of:
- .01 Bid-ready construction plans and specifications.
 - .02 Statement of Probable Construction Cost.

in 16 months, under a single phase. Should scope and circumstances require an extended construction duration, LPA will request additional services to cover the extended duration.

4 – DSA/ AGENCY PROCESSING

DSA Application Submittal and Processing services consisting of the preparation of the DSA application; coordination with the District regarding Owner-supplied data/plan check fees; processing of plans through the required plan review process; coordination with the DSA regarding final approved plans; and, transmitting an electronic copy of the approved plans to the District.

LPA will assist the District with the processing of plans through the CDE, LPA will assist with the preparation of the application and documents required for the submittal of plans to the CDE, including drawings. Preparation of CDE required education specifications are not included in our scope of services.

5 – BIDDING SUPPORT SERVICES

In the Bidding Phase, LPA, following the District's approval of the construction documents and of the most recent statement of probable construction cost, shall provide the services designated necessary for LPA to assist the District in obtaining bids. LPA will provide the following services:

- 5.01 Bidding materials services consisting of organizing bidding documents for reproduction and distribution by the District (or District's vendor).
- 5.02 Addenda services consisting of preparation and distribution of addenda as may be required during bidding or negotiation and including supplementary Drawings, specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

6 – CONTRACT ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA shall provide services designated necessary for the administration of the construction contract as set forth in the general conditions of the contract for construction. LPA will provide services necessary to reach project certification by DSA.

LPA assumes that the Construction Administration services for a project of this size and complexity can be constructed

7 – EXCLUSIONS / QUALIFICATIONS

The following are Scope of Services assumptions:

- 7.01 SURVEY: District to provide an accurate topographical survey, including legal boundaries, spot elevations, existing utilities, and existing and proposed improvements.
- 7.02 TITLE REPORT: District to provide a recent title report that shows the recorded property boundary along with easements and any other special provisions.
- 7.03 CONSULTANTS: The work of the Architect, Landscape Architect, Structural Engineer, Civil Engineer, Mechanical Engineer, Electrical Engineer, Cost Estimator, Fire Sprinkler Consultant, AV Consultant and the Irrigation Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 15% for coordination.
- 7.04 GEOTECHNICAL ENGINEERING: The District shall provide a geotechnical report and percolation data from which all structural and stormwater information shall be based.
- 7.05 SPECIFICATIONS: The District shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.
- 7.06 PROJECT PHASES/ INTERIM HOUSING: This proposal is based on the assumption that the project shall be installed in one continuous phase and approved with one DSA A-Number. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services. LPA will work with the District to reduce or possibly eliminate the need for Interim Housing. Interim Housing requirements, if any cannot be determined at this time. Should Interim Housing drawings be required, LPA will provide a specific proposal for these services.



Capistrano Unified School District
Dana Hills High School Proposal
October 12, 2021

- 7.07 CONSTRUCTION DOCUMENTS: The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements.
- 7.08 ELECTRICAL EXCLUSIONS: Temporary power design is excluded.
- 7.09 CITY STREET IMPROVEMENT EXCLUSIONS: Improvements to adjacent city streets are excluded.
- 7.10 LEED: Design, tracking documentation and/or submitting for LEED, CHPS, WELL, Sites or any other sustainable process is not included in this Scope of Services.
- 7.11 RENDERINGS: Preparation of Photo-realistic Renderings, Animated Fly Through's, Models, physical models, photo montages or other similar graphic material is not included in this Scope of Services. LPA will provide SketchUp level renderings to communicate the design intent as part of our Basic Services.

ACKNOWLEDGEMENT OF SCHEDULE

LPA in collaboration with the District will develop a schedule that meets the needs for the project, however expedited design services are not anticipated as part of this fee proposal.

ACKNOWLEDGEMENT OF BUDGET

Based on information communicated to LPA, we understand the total Project cost for the new Classroom Addition is \$24,000,000. LPA Acknowledges the construction budget to be approximately \$15,400,000. (70% of Project cost). The Classroom Addition and associated sitework will be programmed to fit within this budget. It is unknown how much additional sitework can be achieved within this budget.

Other elements that may impact the budget includes unknown site infrastructure improvements and accessibility enhancements as required by DSA. Options can be evaluated during the schematic design phase to identify potential scope elements along with the relative costs to allow the District to make an informed decision.

COMPENSATION

The following is the proposed compensation for the Scope of Services identified above. The total dollar amount is an estimated fee based on an approximate construction cost of \$15,400,000.

LPA proposes a lump sum fixed fee of One Million One Hundred and Eighty Five Thousand, Eight Hundred Dollars, (\$1,185,800), (7.7% of construction budget).

The schedule of fees by phase are as follows:

Phase	Fee (%)	Fee Amount
<i>Schematic Design</i>	<i>12.0%</i>	<i>\$142,296</i>
<i>Design Development</i>	<i>18.0%</i>	<i>\$213,444</i>
<i>Construction Docs</i>	<i>35.0%</i>	<i>\$415,030</i>
<i>DSA / Agency Approval</i>	<i>5.0%</i>	<i>\$59,290</i>
<i>Bidding</i>	<i>3.0%</i>	<i>\$35,574</i>
<i>Contract Administration</i>	<i>24.0%</i>	<i>\$284,592</i>
<i>Project Close-out</i>	<i>3.0%</i>	<i>\$35,574</i>
<i>Grand Total</i>	<i>100%</i>	<i>\$1,185,800</i>

LPA Project related expenses are included in the fees above. Any additional reimbursables will be as specifically requested by the District prior to any LPA incurred expense.

**PROJECT ADDENDUM
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services ("Addendum") is made as of **November 4, 2021**, and forms a part of the Agreement for Architectural Services between **Capistrano Unified School District**, a California public school district ("District") and **HMC Architects** ("Architect") (collectively "Parties") dated on or about **April 17, 2017** ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

Esencia K-8 School Portable Building Addition, located at 5 Aprender Street, Rancho Mission Viejo, Ca. 92694, as further described in the Project Scope attached hereto as Exhibit "A".

The scope of work may include, but is not limited to the following, plus the following assumptions:

The preparation and execution of DSA approved construction documents for Nine (9) New Portable Classrooms based on PC modular drawings.

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal in Charge:	<u>Kyle Peterson</u>
Principal:	_____
Project Director:	_____
Project Manager:	<u>Leo Romero</u>

- 3.2.1. The Architect agrees to contract for or employ at Architect's expense, the following Consultant(s) to be associated with the Project in the following capacities:

Electrical:	<u>Salas O'Brien</u>
Mechanical:	_____
Structural:	_____
Civil:	<u>FPL and Associates</u>
Landscape:	_____
Food Service:	_____
Acoustics (Optional):	_____
Estimating:	<u>Marcene Taylor, Inc.</u>
Other:	_____

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed One Hundred Sixty-Six Thousand Two Hundred Eighteen Dollars (\$166,218.00). The Fee is based on _____ % of

the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

An amount not to exceed _____ percent (____%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

An amount equal to _____ percent (____%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is _____ dollars (\$____), therefore the estimated fee is _____ dollars (\$____). (\$_____ x 0.____ = \$____). The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time. **[USE THIS LANGUAGE ONLY WHEN YOU WANT TO FIX THE FEE AT A SPECIFIC POINT IN THE DESIGN PROCESS—HERE IT IS SET AT THE END OF DESIGN**

DEVELOPMENT. DO NOT USE THIS LANGUAGE IN INSTANCES WHEN YOU ARE PAYING A PERCENTAGE OF THE CONSTRUCTION COST BUDGET THROUGH COMPLETION, INCLUDING CHANGE ORDERS.]

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase as needed
- 9.4. Initial Site Visits as needed
- 9.5. Meetings During Architectural Program as needed
- 9.6. Meetings During Schematic Design Phase as needed
- 9.7. Meetings During Design Development Phase as needed
- 9.7.2. Value Engineering Workshop as needed
- 9.8. Meetings During Construction Documents Phase as needed
- 9.9. Meetings During Bidding Phase as needed

Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace Section 10. with the following:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District's Board.

BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Principal in charge	\$275.00
Project Manager/Project Architect/Technical Manager	\$215.00
Project Manager/Project Architect/Technical Manager	\$190.00
Project Leader/Technical Leader	\$170.00
Project Coordinator	\$140.00
Senior Construction Administrator	\$225.00

Construction Administrator	\$160.00
Construction Administration Support	\$105.00
Design Principal	\$275.00
Senior Project Designer	\$215.00
Project Designer	\$190.00
Design Leader	\$170.00
Designer II	\$125.00
Designer	\$115.00
Senior Interior Designer	\$215.00
Senior Interior Project Designer	\$215.00
Sustainable Design	\$205.00
Specifications Writer	\$205.00
Visualization Arts	\$180.00
Agency Compliance	\$135.00
Senior Education Facilities Planner	\$220.00
Education Facilities Planner	\$180.00

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

Phase	Date to be Completed or Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
For Schematic Design Phase:	45 days
For Construction Documents Phase:	45 days
For Bidding Phase:	90 days
For Construction Administration Phase:	150 days
For Close Out:	60 days

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Dated: November 3, 2021

Dated: _____, 20__

Capistrano Unified School District

HMC Architects

By: _____

By: _____

Print Name: Lynh N. Rust

Print Name: Kyle Peterson

Print Title: Executive Director, Contracts &
Purchasing

Print Title: Principal

October 12, 2021
(Supersedes Previous Proposals Dated June 8, 2021 and August 18, 2021)

John Forney
Chief Facilities Officer
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Proposal for Esencia K-8 School for Architectural / Engineering Services
Portable Building Addition
HMC #3429019-000

Dear John,

HMC is pleased to present our proposal to provide Professional Architectural / Engineering Services to the Capistrano Unified School District for the placement of Nine (9) New Portable Classrooms based on DSA Approved PC modular drawings.

A. Scope of Work:

The preparation and execution of DSA approved construction documents for Nine (9) New Portable Classrooms based on PC modular drawings. Scope includes limited code-required upgrades to site accessibility, and an accessible path of travel from the public right of way and parking lot to the new buildings.

Assumptions:

1. The concept is based upon the marked-up plan provided on May 21, 2021 and district follow-up on 8/11/2021. Quantity outlined as eight (8) sized 24'x40', and one (1) sized 48'x40'.
2. The district shall provide new modular buildings for the campus. Modular manufacturer to provide PC Approved drawings under 2019 code.
3. Rear of portable buildings shall be enclosed with new chain link fencing.
4. New dry wells shall be provided for condensate.
5. New asphalt pad(s) shall be provided below all 9 portable buildings.
6. Buildings will be installed on temporary wood foundations and new PC-approved ramps shall be indicated for access.
7. Stand-alone fire alarm system design, including new interior smoke detectors, and horn/strobe devices.
8. Site low voltage connections for voice, data, and paging systems. Existing battery clock shall remain. No intrusion or CATV devices are existing at portable.
9. Design exterior lighting on portable classrooms as required maintaining required exiting illumination levels.
10. If fire sprinklers are required due to the buildings being planned for over 3 years of occupancy on site, the sprinkler design and engineering will be provided by the building manufacturer.

B. Scope of Services:

Scope of basic services shall include Schematic Design Phase; Construction Document Phase; Agency Phase; Bidding Phase; Construction Administration Phase; and a Project Closeout Phase services as outlined in the District's Master Architect/Owner Agreement. Scope of basic services shall include Civil Engineering (on-site only), including minor plumbing coordination, and Electrical Engineering.

In addition to the basic services, the scope of services shall also include the coordination of the new PC approved modular building design and construction.

C. Work Plan Schedule:

The preliminarily proposed work plan schedule for the project shall be as follows:

- **Schematic Design Phase** – 45 Calendar Days
- **Construction Document Phase** - 45 Calendar Days
- **Agency Approval Phase** – 90 Calendar Days
- **Bidding Phase** – 90 Calendar Days
- **Construction Administration Phase** – 150 Calendar Days (5 months)
- **Project Closeout Phase** – 60 Calendar Days

Note: The Owner and Architect agree and acknowledge, however, that the performance of the Architect's services may depend upon other parties and circumstances which the Architect cannot control. The schedule and fee, therefore, may be extended by agreement between the Owner and Architect, except where the Architect is solely responsible for project delays. Additional scope for this project can be added at an additional fee and possible modification to the schedule.

D. Exclusions:

The following items are exclusions not assumed or included in this proposal:

1. CEQA or other environmental reports or special studies.
2. Testing and Inspections.
3. Plan check or other permitting fees.
4. Consultants not listed in project scope of services
5. Cost estimates beyond the ROM previously provided to District.
6. Site structures such as lunch shelters
7. Furniture design
8. Geotechnical soils, boring(s), and report
9. Physical project models
10. District shall obtain Division of State Architect certification of any past projects on the site that are not currently certified by DSA to allow this project to receive necessary agency approvals or will establish an agreement with DSA to allow this project to proceed without certification of existing legacy projects.
11. All architectural/engineering services related to interior and/or exterior design or revisions to new PC Approved modular building interiors are excluded, including but not limited to design of new interior partitions, interior finishes, exterior finishes over manufacturer-provided finish, electrical power and data, communications, ceiling finishes, lighting, and HVAC.
12. Title 24 Energy Compliance Documentation is excluded. 100% In-Plant Inspection Report(s) for portable structure(s) includes Title 2 compliance documentation.
13. Equipment anchorage calculations excluded.

E. Consultants:

The following consultants will be included in the scope outlined above:

- Electrical Engineer – Salas O'Brien
- Civil Engineer – FPL and Associates
- Cost Estimating (ROM only) – Marcene Taylor

F. Compensation:

HMC will provide the services outlined in "A. Scope of Work" for a fixed fee of One Hundred Twenty-Eight Thousand, Nine Dollars (\$128,900.00), divided by phase as follows:

Phase	Fee %	Fee
Schematic Design	20%	\$ 25,780.00
Construction Documents	30%	\$ 38,670.00
Agency Review & Approval	10%	\$ 12,890.00
Bidding & Negotiations	5%	\$ 6,445.00
Construction Administration	30%	\$ 38,670.00
Closeout	5%	\$ 6,445.00
Total	100%	\$ 128,900.00

G. Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting (including 3D plotting), delivery and other expenses related to Agency review, the submittal of electronic files, Bidding, Construction or other Owner requested costs. Expense of transportation (including mileage) in connection with the Project; Expenses in connection with authorized out-of-town travel, including travel time; and fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's compensation shall be computed based on one and fifteen one hundredths (1.15) times the amounts invoiced to the Architect.

H. Additional Services:

If Additional Services are required beyond the original Scope of Work, such services as described in Attachment "A" HMC Additional Services List, HMC will bill on an hourly basis per Attachment "B", HMC Rate Schedule.

We are pleased to have the opportunity to provide our services to the Capistrano Unified School District. Please send us your Standard Form of Agreement for signature. We look forward to serving the District on this project and if you have any questions, please contact us at (619) 468-4861 or by email at kyle.peterson@hmcarchitects.com.

Sincerely,

HMC GROUP



Kyle Peterson,
Principal

Encls: Attachment "A" – Additional Service List
Attachment "B" – HMC Hourly Rate Schedule

Esencia K-8 School Portable Addition Project



October 12, 2021

	Percent Factor	Percent Project	Budgeted Amount	Estimated OPSC Funding
A. ESTIMATED CONSTRUCTION (HARD) COSTS				
1 (N) 8 24'x40' portables - purchased			\$ 880,000	
2 (N) 1 48'x40' portables - purchased			\$ 150,000	
3 Portable Hookups (Electrical, Mechanical, Plumbing)			\$ 137,000	
4 Site Preparation and Improvements			\$ 120,000	
6				
7				
8 Subtotal:			\$ 1,287,000	\$ -
9 Design Contingency		10.0%	\$ 128,700	\$ -
10				\$ -
11 Subtotal:			\$ 128,700	
12 Available for Construction (Prime Contractor Bids)		48.4%	\$ 1,415,700	\$ -
13 Construction Estimate Contingency	5.0%		\$ 70,785	
14 Subtotal:		50.8%	\$ 1,486,485	
15 GC's General Conditions Costs	34.1%		\$ 482,839	
16 Subtotal:		67.4%	\$ 1,969,324	
17 GC's Fees	16.1%		\$ 227,928	
18 BID CONTINGENCY (Escalation)	4.7%		\$ 103,271	
19 TOTAL ESTIMATED CONSTRUCTION COST:		78.7%	\$ 2,300,522	
B. ESTIMATED PROJECT (SOFT) COSTS				
20 Site Surveys / Topos	lump sum		\$ 20,000	\$ -
21 Site Geotech / Soil Borings	lump sum		\$ -	\$ -
22 Furniture, Fixtures, Equipment (FFE) Allowance	lump sum		\$ -	\$ -
23 Architect/Engineer Fees	lump sum		\$ 128,900	\$ -
24 CM's Fee	lump sum		\$ 161,000	\$ -
25 DSA Plancheck Fees	1.16%		\$ 26,700	\$ -
26 CDE Project Review Fees	0.07%		\$ -	\$ -
27 DTSC/HAZMAT Environmental Consultant/Fees	0.35%		\$ -	\$ -
28 CEQA Consultant	1.00%		\$ 12,000	\$ -
29 Utility City/County Fees & Inspections	lump sum		\$ -	\$ -
30 DSA Inspector of Record	lump sum		\$ 80,000	\$ -
31 Special Inspection + Materials Testing	3.00%		\$ 69,016	\$ -
32 Labor Compliance Program Administration			\$ -	\$ -
33 Reimbursable	0.75%		\$ 10,618	\$ -
34 Subtotal:		17.4%	\$ 508,234	\$ -
35 PROJECT CONTINGENCY (District reserve added cost)	5.00%		\$ 115,026	\$ -
36 TOTAL ESTIMATED SOFT COST:		21.3%	\$ 623,260	
37 TOTAL ESTIMATED PROJECT BUDGET:			\$ 2,923,782	
38 PROJECT ELIGIBILITY (OPSC APPROVED):			\$ -	
39 DISTRICT LOCAL FUNDING:			\$ 2,923,782	
40 TOTAL AVAILABLE FUNDING:			\$ 2,923,782	

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X

X



This Agreement for Professional Services ("Agreement") is effective as of **November 4, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

KATHERINE AVILA

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$45,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **October 11, 2021 to June 30, 2022**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : November 3, 2021

Contractor

Signature: _____
 Name: Katherine Avila
 Title: Physical Therapist
 Address: 3700 S Plaza Dr., Apt. I204
Santa Ana, CA 92704
 Email Address: katieavila@gmail.com

EXHIBIT A



FEE SCHEDULE
PERIOD July 1, 2021 to June 30, 2022

COMPANY NAME: N/A

REP NAME: Katherine Avila

E-MAIL ADDRESS: Katie.vavila@gmail.com

California State Contractor's License Number PT295848

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1) Contractor DIR Registration
DIR Registrations No.

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

- Physical therapy assessments, treatments, consultation
- Documentation, email + phone communication
- Other miscellaneous tasks to support physical therapy department

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
All work tasks, including direct time	\$85/hour
with students and staff, documentation,	
email + phone communication, and	
driving between school sites	

PARTS PERCENTAGE MARK-UP:

N/A

ANY ADDITIONAL CHARGES:

N/A



This Agreement for Contracted Services ("Agreement") is effective as of **November 4, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

TELACU CONSTRUCTION MANAGEMENT, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the proposal received pursuant to RFP No. 6-1718, the RFP No. 6-1718 document and any certifications and documents described therein, including but not limited to any addenda (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit

A. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$1,184,160.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **October 1, 2021 through December 31, 2025** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date : November 3, 2021

Signature: _____
Name: John Clem
Title: President
Address: 604 N. Eckoff Street
Orange, Ca. 92868
Email Address: dclem@telacu.com



TELACU Construction Management
604 N. Eckhoff St.
Orange • CA 92868
T 714.547.2390
F 714.541.9411
www.TELACU.com

September 23, 2021

Capistrano Unified School District
John Forney, Chief Facilities Officer
33122 Valle Rd.
San Juan Capistrano, CA 92675

Mr. Forney,

Thank you for providing TELACU Construction Management the opportunity to propose our services to the Capistrano Unified School District. As discussed, attached you will find the staffing plan associated with the Dana Hills High School 2-Story Classroom Project.

Scope of Services:

- Provide pre-construction services support to CUSD and the Architect from programming through DSA Approval
- Create the bidding documents and work with the CUSD purchasing department to successfully bid the Dana Hills High School 2-Story Classroom Project
- Oversee the construction activities for the entire duration of construction.
- Successfully closeout the project with DSA Approval

We look forward to collaborating with the Capistrano Unified School District on the successful construction of the Dana Hills High School 2-Story Classroom project. Please feel free to reach out to me at 714.656.7315 or dclem@telacu.com, should you or the District have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Clem'.

Daniel Clem
Director
714.656.7315
dclem@telacu.com

EXHIBIT A

[illegible]

STAFF POSITION	HOURLY RATE	DCS Approval												Building Phase						Construction Phase						Subtotal Hours	Subtotal Costs
		Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	1	2	3	4	5	6	7	8	9	10	11	12		
Project in Charge	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Project Director	\$ 190	\$ 1,200	\$ 1,500	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	240	\$ 45,600
Engineering Manager	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Project Manager	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600	\$ 120,000
General Superintendent	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Superintendent	\$ 140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Scheduler	\$ 140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Supervisor	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Project Engineer	\$ 115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Project Administrator	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
General Conditions	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Monthly Subtotals		\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	50,000	\$ 1,500,000

[illegible][illegible]

Preconstruction Services	\$	128,880
Construction Phase	\$	1,001,600
Closeout	\$	53,680
Total Cost	\$	1,184,160

FIRST AMENDMENT TO PSA NO. 2122061

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND AUSTISM SPECTRUM
THERAPIES, LLC

This First Amendment to PSA No. 2122061 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Autism Spectrum Therapies, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 21, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2021 through June 30, 2022 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 2122061 to reflect a revised contract value of \$115,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by consultant under this Agreement is estimated to be \$115,000.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Rob Haupt
Print Name

Executive Director, Contracts & Purchasing
Title

Executive Vice President
Title

Board Approval Date: November 3, 2021

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **July 22, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

AUTISM SPECTRUM THERAPIES, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$40,000.00** in the aggregate under term of this Agreement.

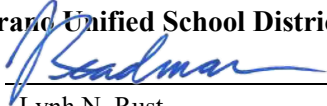
Term of Agreement. The term of this base Agreement is for **July 1, 2021 to June 30, 2022**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.


☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: 
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : July 21, 2021

Contractor

Signature: 
 Name: Rob Haupt
 Title: Executive Vice President
 Address: 2550 N. Hollywood Way, Suite 102
Burbank, CA 91505
 Email Address: melissa.whalen@learnbehavioral.com

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostating, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be on file with Purchasing Department.**

✓ Professional License to Practice

Certificates of Insurance

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement
 Option 1: form CG 20 10 11 85
 or
 Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04
 Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9

CONFIDENTIAL



AUTISM SPECTRUM THERAPIES, LLC
Capistrano Unified School District
Fee Schedule – July 1, 2021

Behavior Intervention - Direct Intervention (BII) - \$65.00/hr:

Direct (one-to-one) implementation of program goals, behavior intervention programs, and data collection. This service can be school-based or in-home intervention.

Behavior Intervention - Supervision (BID) - \$100.00/hr:

Supervision services including; direct observation of programming; verbal and written performance feedback; review of outcomes and progress reports; team collaboration, IEP, and team meeting participation.

Behavior Intervention - Consultation (BID) - \$100.00/hr:

Supervision services for in-classroom teacher consultation.

Functional Behavioral Assessment (FBA) - \$1,500.00* flat rate:

Functional assessment of challenging behavior, including review of previous assessments, interview with family and teachers, classroom/home observation, development of behavioral goals (e.g., teaching replacement behaviors), corresponding positive behavior support strategies, and service delivery recommendations.

FIRST AMENDMENT TO PSA NO. 2122069

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND JOHN ROMEO dba FULL CELL
BRAILLE, INCORPORATED

This First Amendment to PSA No. 2122069 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and John Romeo dba Full Cell Braille, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 21, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2021 through June 30, 2022 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 2122069 to reflect a revised contract value of \$15,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$15,000.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

John Romeo
Print Name

Executive Director, Contracts & Purchasing
Title

Owner
Title

Board Approval Date: November 3, 2021

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **July 22, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

JOHN ROMEO dba FULL CELL BRAILLE, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$7,500.00** in the aggregate under term of this Agreement.

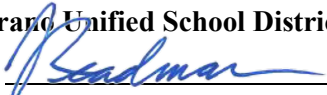
Term of Agreement. The term of this base Agreement is for **July 1, 2021 to June 30, 2022**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

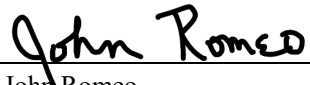
[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: 
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : July 21, 2021

Contractor

Signature: 
 Name: John Romeo
 Title: Owner
 Address: 9648 Borough Park Street
Las Vegas, NV 89178
 Email Address: fullcellbraille@cox.net

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostating, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be on file with Purchasing Department.**

✓ Professional License to Practice

Certificates of Insurance

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement
 Option 1: form CG 20 10 11 85
 or
 Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04
 Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9

RATE SHEET
FOR FULL CELL BRAILLE, INC.
June 15, 2021

Full Cell Braille, Inc.

John Romeo

1045 S Leebrick St

Burlington, Iowa 52601

Phone: (319) 759-9010

PAY TO:

Full Cell Braille, Inc.

fullcellbraille@cox.net

1045 S Leebrick St

Burlington, Iowa 52601

EIN: 45-4306926

Item Name	Bid/Unit
Nemeth Code, Math and Science per Braille page	\$4.00
Textbook format per Braille page	\$4.00
UEB Code Literary per Braille page	\$3.00
Tactile Graphics per Braille Page	\$5.00

FIRST AMENDMENT TO ICA NO. 2122144

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND STRATEGIC KIDS, LLC.

This First Amendment to ICA No. 2122144 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Strategic Kids, LLC (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on August 18, 2021, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2021 through June 30, 2022 under which Contractor would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 2122144 to reflect a revised contract value of \$1,137,600.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than \$1,137,600.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Adam Brody
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: November 3, 2021

Date: _____



EXHIBIT 1

INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 19, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

STRATEGIC KIDS, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$900,000.00** in the aggregate under the term of this Agreement.

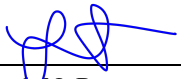
Term of Agreement. The term of this base Agreement is from **July 1, 2021 through June 30, 2022** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

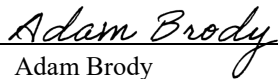
☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: 
 Name: Lynn N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : August 18, 2021

Contractor

Signature: 
 Name: Adam Brody
 Title: President
 Address: 26941 Cabot Road, #109
Laguna Hills, CA 92653
 Email Address: abrody@strategickids.com

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services.** District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. **Invoicing.** For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. **Expenses.** Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. **Independent Contractor.** Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostating, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other

terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to this Agreement, Contractor shall comply with the Executive Order

11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

18. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Contractor shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this section. Any person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be on file with Purchasing Department.**

<p style="text-align: center;">Certificates of Insurance</p> <ul style="list-style-type: none"> ✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04 ✓ Business Auto Liability Insurance ✓ Workers’ Compensation and Employers Liability Insurance <p style="text-align: center;">Refer to Articles 9 & 10</p>
<ul style="list-style-type: none"> ✓ Certification by Contractor Criminal Records Check
<ul style="list-style-type: none"> ✓ W-9

EXHIBIT A

A. SCOPE OF SERVICES

1. Provider agrees to provide qualified Paraeducators and Student Supervisors to the District, as requested by the District, to provide supervision and education support services to students engaged in the Extended Learning Program and students during non-instructional minutes. Any personnel provided by Provider shall be referred to herein as Supplied Personnel.

2. Supplied Personnel will hold and maintain appropriate qualification requirements, including the following:

- Graduation from high school or equivalent Experience
- Some experience working or volunteering in a classroom environment preferred
 - Valid First Aid and CPR certificates as authorized by the American Heart Association or American Red Cross
 - Proficiency in English usage, language arts, and mathematics or pass the California Basic Educational Skills Test (CBEST), or completion of 2 years of college
- Provider agrees to cooperate with District's reasonable requests with respect to the supplying of personnel.

3. Supplied Personnel will provide services in compliance with applicable state and federal regulations and in accordance with the District's policies, procedures, rules and regulations, including, but not limited to, health orders by the California Department of Public Health, Orange County Health Care Agency, and District policies related to COVID-19. The District shall notify Provider as timely as practicable upon discovery of any failure by any Supplied Personnel to comply with any state or federal regulations or of the District's appropriate policies, procedures, rules and regulations. Provider warrants that the Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards.

4. Supplied Personnel shall be provided with copies of or access to the District's policies, procedures, rules and regulations.

5. Supplied Personnel also shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and District's policies, procedures, rules and regulations.

Injuries shall be reported to both District and Contractor simultaneously or as simultaneously as possible.

District will pay Provider \$35 per hour for each Supplied Personnel assigned as a Paraeducator, when there are up to nine Supplied Personnel assigned in a day. If there are ten or more Supplied Personnel assigned in a day, the District will pay Provider \$31 per hour for each additional Supplied Personnel beyond the 9 assigned as a Paraeducator. No sales tax is applicable to services under this Agreement.

FIRST AMENDMENT TO PSA NO. 2122173

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KRISTIN ENRIQUEZ CAPALBO
dba SEVI'S SMILE, LLC

This First Amendment to PSA No. 2122173 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Kristin Enriquez Capalbo dba Sevi's Smile, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on October 20, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from September 1, 2021 through June 30, 2022 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 2122173 to reflect a revised contract value of \$14,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by consultant under this Agreement is estimated to be \$14,000.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Kristin Enriquez Capalbo
Print Name

Executive Director, Contracts & Purchasing
Title

Owner
Title

Board Approval Date: November 3, 2021

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **October 21, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

KRISTIN ENRIQUEZ CAPALBO dba SEVI'S SMILE, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$6,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **September 1, 2021 to June 30, 2022**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: [Signature]
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: October 20, 2021

Contractor

Signature: [Signature]
Name: Kristin Enriquez Capalbo
Title: Owner
Address: 27476 Bottle Brush Way
Murrieta, CA 92562
Email Address: sevismile@gmail.com

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source without permission and not violate intellectual property rights or expose the District to such claims.
6. [Reserved].
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.
8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any

time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.

9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
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[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be on file with Purchasing Department.**

✓ Professional License to Practice

Certificates of Insurance

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement
 Option 1: form CG 20 10 11 85
 or
 Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04
 Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9

EXHIBIT A

Rate Sheet Sevi's Smile Updated September 2021

Agency, School, District Rate per Hour (In- personal and Virtual services)

\$135 per hour for all time spent for the following services:

Classroom/ Student Observation

Educational Supports

Educator Coaching

Team meetings

Report writing

Professional Development

Travel Fee

Documented for true mileage driven at rates in accordance with IRS.

Sevi's Smile, LLC. Is happy to discuss Live- Virtual options, when appropriate, in order to keep consultation costs down and support allocating as many funds as possible to direct and indirect student support.

In most cases, with the exception of Classroom/ Student observation, Live- Virtual services are possible, if mutually agreed to by Sevi's Smile, LLC. and the Contracting Agency. Live, in- person services are possible when it is mutually agreed that Live- Virtual services would not be appropriate or beneficial to the individual situation of the student and team.

FIRST AMENDMENT TO PSA NO. 2122181

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PRIDE LEARNING COMPANY

This First Amendment to PSA No. 2122181 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and PRIDE Learning Company (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on October 20, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from September 13, 2021 through June 30, 2022 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 2122181 to reflect a revised contract value of \$24,775.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by consultant under this Agreement is estimated to be \$24,775.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Garrett Richland
Print Name

Executive Director, Contracts & Purchasing
Title

Chief Executive Officer
Title

Board Approval Date: November 3, 2021

Date: _____

EXHIBIT 1



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **October 21, 2021** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

PRIDE LEARNING COMPANY

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$9575.00** in the aggregate under term of this Agreement.

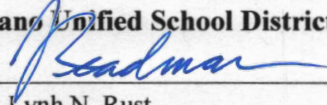
Term of Agreement. The term of this base Agreement is for **September 13, 2021 to June 30, 2022**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.


[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: 
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: October 20, 2021

Contractor

Signature: 
 Name: May Dabbah
 Title: Executive Director
 Address: 27001 La Paz Road, Suite 336
Mission Viejo, CA 92691
 Email Address: mv@pridelearningcenter.com

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at

the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

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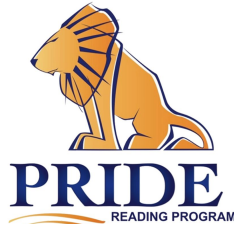
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- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9



SoCal School District Tuition and Fees

The PRIDE Reading Specialists incorporate all the instructional practices of the Orton-Gillingham approach.

*Multisensory, *Structured/Explicit, *Sequential, *Cumulative, *Systematic, *Cognitive

All lessons are taught 1:1 and can be delivered In-home at the School Site or Online.

PRIDE Reading Program materials included.

In Home/ School Site

\$95.00 per hour with a 3 hour minimum per week

\$120.00 Registration Fee

Online Lessons

\$75.00 per hour with a 3 hour minimum per week

\$120.00 Registration Fee

Optional Report Fee

\$160.00

A detailed report comparing the Initial and Post Assessment results

Initial and Post Assessment Fee

\$80.00