

Contract Name	Site/Dept.	Type	Amount	Start Date	End Date
<a href="#">Collaborative Educational Practice (CEP)</a>	Education Services	Agreement	\$23,100.00	1/1/2021	6/16/2021
<a href="#">Construction Quality Assurance Group</a>	Maintenance & Operations	Field Contract	\$9,360.00	12/16/2020	4/9/2021
<a href="#">Countywide Mechanical Systems, Inc.</a>	Maintenance & Operations	Field Contract	\$8,795.00	12/15/2020	6/30/2021
<a href="#">The Institute for Effective Education</a>	Special Education	COVID Amendment	No Increase	10/15/2020	6/30/2021
<a href="#">Malashock Dance</a>	San Miguel Elementary	Independent Contractor Agreement	\$3,000.00	1/13/2021	3/17/2021
<a href="#">Panorama Education, Inc.</a>	Special Education	Agreement - Board Approved 12/15/2020	\$51,680.00	12/2/2020	12/2/2023
<a href="#">Rev.com, Inc.</a>	Special Education	Agreement	\$1,600.00	9/23/2020	6/30/2021
<a href="#">T-Mobile USA</a>	Technology	Agreement - Board Approved 12/15/2020	\$81,000.00	12/16/2020	6/10/2021



## Proposal of Services for Lemon Grove School District: 2020-2021

The Collaborative Educational Practice, Inc. team supports educators to strengthen their *practice* and increase *their potential* by customizing job-embedded training, coaching, and consulting services to leaders at all levels of the organization from the district office to the classroom. All services are grounded in inquiry-based learning cycles and planned using evidence based interventions, data, and relevant research utilized to build and sustain a coherent system of continuous improvement.

Our service model is flexible and customizable to meet the needs of each individual, team, or group. Whether it is instructional or leadership coaching, facilitating professional learning communities, guiding teams to analyze data, or providing consulting services on technical writing, our aim is to support continuous learning in a dynamic environment.

### Description of Services for the Lemon Grove Instructional Coaching Team

Coaching for Results	Preparing for Ed Learn Wednesdays Breakouts
Training, coaching, and facilitation supports Lemon Grove's Instructional Coaching Team to develop capacity to implement a high-impact coaching model, understand and apply coaching methods and techniques, practice providing feedback, and prepare to coach individual teachers and teams of teachers from an equity lens. The team of coaches will also have the opportunity to engage in collaborative inquiry to monitor and measure the impact of their coaching, prepare to apply best practices, and learn from one another's successes and challenges. At the forefront of the work is <u>Student-Centered Coaching</u> (Sweeney and Harris, 2020) and <u>Coaching for Equity</u> (Aguilar, 2020).	Training, coaching, and facilitation supports for Lemon Grove's Instructional Coaching Team to design and prepare to lead district-wide grade level teams in collaborative inquiry cycles centered on equitable and continuous learning for all students (collaborative inquiry cycles include examining and responding to evidence of student learning to plan framework-driven, standards-based instructional units/lessons, differentiating to close equity gaps, embedding high-impact strategies, and assessing student progress).

Proposed Session Dates	January 8, 2021	February 5, 2021	March 12, 2021	April 9, 2021
	January 15, 2021	February 12, 2021	March 19, 2021	April 23, 2021
Fridays 11:45-1:45	January 29, 2021	February 19, 2021	March 26, 2021	
Estimated Total Services	11 Virtual Sessions			
Projected Cost of Services	\$23,100			





## STATEMENT OF WORK FOR LEMON GROVE SCHOOL DISTRICT

Services performed by:  Collaborative Educational Practice 2604-B El Camino Real #181 Carlsbad, CA 92008 619-993-2101 Attn: Amy Bryant, Ed.D	Services performed for:  Lemon Grove School District 8025 Lincoln St. Lemon Grove, CA 91945 619-825-5600 Attn: Autumn Cropp
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### BACKGROUND

Collaborative Educational Practice, Inc. (CEP)--*CollaborativeEdu*-- was founded to answer the call for relevant, personalized, and job-embedded professional learning to promote continuous learning for staff and students. Utilizing core systems such as the inquiry-based learning cycle along with strengthening the professional learning community, individuals, teams, sites, and districts improve their practice and their potential to impact the success of every student.

### GROUNDING IN COACHING AND INQUIRY-BASED LEARNING CYCLES

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## Collaborative Educational Practice

Statement of Work  
2020-2021

the work is Student-Centered Coaching (Sweeney and Harris, 2020) and Coaching for Equity (Aguilar, 2020).

### FEE SCHEDULE AND TIMELINE

11 Support Sessions @ \$2100.00 each

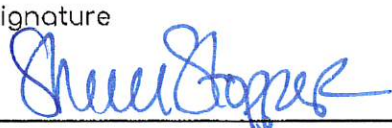

January 2021-April 2021

### AGREEMENTS AND ASSURANCES

This engagement will be conducted on a daily rate basis. The total value for the Services pursuant to this SOW shall not exceed \$23,100 unless otherwise agreed to by both parties. This figure is based on 11 days of professional services and is drawn from the Scope of Services detailed in the SOW.

LGSD will be invoiced on a monthly basis based on completed services at a rate of \$2100 per session and will be conducted virtually. Please note: Sessions canceled by the school and/or the district within a ten (10) day (i.e. two school weeks) window of the scheduled service date will be charged the daily rate. In the event of an unplanned/emergency circumstance, such as school closure, or if there is a need to reschedule a session that is 11 + school days out, it is agreed that CEP will reschedule and adjust service type, if necessary, to accommodate LGSD needs, hereby, fulfilling this contract for all sessions outlined in this agreement. Fees are due upon receipt of the monthly invoice.

IN WITNESS WHEREOF, the parties hereto have agreed to the specifics outlined in the Statement of Work. Signatures indicate that the proposal is approved to carry out the work according to the SOW dated: \_\_\_\_\_.

Lemon Grove School District Superintendent Designee  Name: Sheree Stopper	Collaborative Educational Practice, Inc. Designee:  Name: Dr. Amy Bryant
Signature 	Signature: 
Title Chief Business Official	Title: Secretary

Requisition #: \_\_\_\_\_  
FOR SITE USE

PO #: \_\_\_\_\_  
FOR BUSINESS OFFICE USE



## FIELD CONTRACT FOR SERVICES UNDER \$60,000.00

This Contract made and entered into on December 16, 2020 by and between CONSTRUCTION QUALITY ASSURANCE GROUP, LLC hereinafter called the CONTRACTOR and the LEMON GROVE SCHOOL DISTRICT, hereinafter called the DISTRICT.

WITNESSETH; The parties do hereby contract and agree as follows:

- 1) The CONTRACTOR shall furnish the DISTRICT for a total contract price of:

NINE THOUSAND THREE HUNDRED SIXTY AND 00/100 Dollars: \$ \$9,360.00

for the following services (the "Project"):

FIELD CONTRACT TO BE VALID FOR FISCAL YEAR December 16, 2020 ENDING April 9, 2021 FOR  
DSA CERTIFIED INSPECTION SERVICES FOR THE VISTA LA MESA ACADEMY PAVILION PROJECT

☒ (See Exhibit A for Scope of Work to be performed)

- 2) The term of this contract shall begin on December 16, 2020 with work to be completed on or before  
April 9, 2021.

- 3) The Contractor shall not commence work under this Contract until the Insurance required under paragraph 23 of the General Terms and Conditions and satisfactory proof of such Insurance has been submitted to the District and said Insurance has been approved by the District.

- 4) Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the General Terms and Conditions and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or owed until at least thirty (30) days following final approval of completed work by the District.

- 5) Payment Bond - For contracts of \$25,000 or more, Contractor shall not commence the Project until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond, in an amount equivalent to one hundred percent (100%) of the Contract price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

- 6) Inspection shall be performed by the Director of Facilities and Support Operations for the District, or his authorized representative.

- 7) The Contract includes the General Terms and Conditions as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

- 8) The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

9) Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement.

N/A Contractors License Number

N/A Payment Bond for Contracts \$25,000 or More

X DIR Registration Number

X W-9

X Certificates of Insurance

    X     Fingerprinting Compliance Form

X Non-Collusion Declaration

Attached Work Specs/Scope of Work

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be Insured against Liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract"

Initial

**Note: Federal Regulations (Code Sections 6041 and 6029) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.**

**TYPE OF BUSINESS ENTITY**

individual

**Sole Proprietorship**

## Partnership

Corporation

X Other LLC

## TAX IDENTIFICATION

90-0076666

Employer Identification

**Social Security Number**

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

10) Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alteration or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

11) **Severability.** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

12) Exhibits and Recitals. All the Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

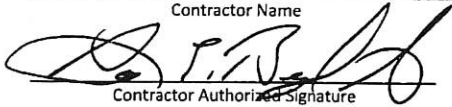
13) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute and original and all of which shall constitute and agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein;

**CONTRACTOR**

CONSTRUCTION QUALITY ASSURANCE GROUP, LLC

Contractor Name



Contractor Authorized Signature

Dec 14, 2020

Date

Title: Managing Member / Pres.

License #: N/A

DIR #: 1000017531

15035 LEVITA COURT

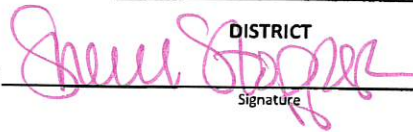
Contractor Address

POWAY CA 92064

Contractor City, State, Zip

**LEMON GROVE SCHOOL DISTRICT****DISTRICT**

By:



Signature

Sheree Stopper

Type Name

Chief Business Official

Title

COAGPB@GMAIL.COM

Contractor Email

(858) 967-5824

Contractor Phone

(858) 967-5824

Contractor Cell

**NON-COLLUSION DECLARATION**

State of California )

County of San Diego )

Paul E. Beyh, Jr.

(name), being first duly sworn, deposes and says that he or she is

Managing Member

(title) of the party making the foregoing bid that the bid is not made in the interest

of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dec 14, 2020

Date



Signature



## GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Initial



## GENERAL TERMS AND CONDITIONS CONTINUED

**17. HOLD HARMLESS AGREEMENT.** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

**18. PAYMENT.** Unless otherwise specified, the Contractor shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract in lump sum on completion of the work in accordance with applicable law after delivery to and final approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld), except in the event that the Contract Price exceeds \$5,000, then the District shall withhold retention in the amount of five percent (5%) of all such payment(s) until final completion and release of retention in accordance with applicable law.

**19. PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

**20. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an Independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**21. ANTI-DISCRIMINATION.** It is the policy of the Lemon Grove School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

**22. LABOR CODE.** The Contractor shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$15,000). Current determinations can be found at the California Department of Industrial Relations website: [www.dir.ca.gov/DILSR/statistics\\_research.html#pwd](http://www.dir.ca.gov/DILSR/statistics_research.html#pwd).

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors.

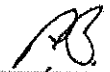
**23. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

B) **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Contractor shall procure and shall maintain during the life of his contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

**24. WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

Initial



## GENERAL TERMS AND CONDITIONS CONTINUED

25. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

26. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

27. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

28. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

29. **State Contractor's License.** For construction work, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: C13 Fencing

30. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

31. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

32. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHRA).** All contract work that is performed for the Lemon Grove School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHRA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

33. **LABOR COMPLIANCE MONITORING.** Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each Journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

34. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose: Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

35. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. All employees of Contractor, including those of subcontractor, working on a school site while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. The District shall notify the Contractor in writing if its employees must be fingerprinted prior to commencing work.

Initial 

GENERAL TERMS AND CONDITIONS CONTINUED

36. DRUG/TOBACCO-FREE FACILITIES. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

37. COMPLIANCE WITH STORM WATER PERMIT. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

38. Liquidated Damages. If the Work is not completed in accordance with the date required by the Contract and usable by the District, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of

N/A \$

for each and every calendar day of delay beyond the time prescribed in the Contract for finishing the Work. In the event this is not paid, the Contractor agrees that the District may deduct that amount from any money due or that may become due the Contractor under the Contract.

39. Procedure for Resolving Disputes. The parties to this Contract are subject to the provisions of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, which requires compliance with the procedures set forth therein to resolve any claim by the Contractor of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount. If after the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code are completed and a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

Initial PS



December 8, 2020

Attn: Kathy Osborn  
Purchasing Specialist  
Lemon Grove School District  
8025 Lincoln Street  
Lemon Grove, CA 91945

Estimated Construction Duration: 6 weeks  
Project Inspector: Paul E. Beyl, Jr, CL. 1(#794)  
QA Support Services: **Included**  
Package Type: **Part-time Periodic**  
DSA Application: 04-119671

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PROJECT: **Vista La Mesa Academy Pavilion – Shade Structure**  
SUBJECT: **PROPOSAL FOR DSA CERTIFIED INSPECTOR OF RECORD SERVICES**

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This proposal has been generated for your kind review and approval in reference to the subject project(s) noted above. Construction Quality Assurance Group, LLC shall provide the required and/or approved quality assurance (QA) management, inspection and materials testing oversight services. All services shall be performed in accordance with the requirements of California Building Standards (CBS). In the event an actual *construction schedule*, and/or *approved* set of construction documents (*plans and specs*) are not provided, services/costs may be affected. A general services *scope of work* breakdown (not limited to) is listed below for your records. Should you have any further questions, or concerns, please feel free to contact me directly at (858) 967-5824.

**SCHEDULE OF SERVICES**

**I. DSA Certified Project Inspector/IOR:**

- 1) Periodic project inspection of all phases of work, as required by Title 24.
- 2) Scheduling and monitoring of laboratory representatives; special inspectors, etc., as required.
- 3) General verification and observation of all construction activities.
- 4) Organize, maintain project file and review submittals as required for inspection of work.
- 5) Assist, maintain and review as-built drawings as required.
- 6) Attend meetings as directed by District and A&E-of-Record.
- 7) Compile, maintain and distribute all required reporting
- 8) Assist on close-out/punch list as required.
- 9) Report typing and distribution to owner and AOR of all inspection reports.

**II. Project Start-Up/Familiarization & Close-out (Included in total)**

- 10) Includes start-up, project familiarization/closeout/punch list activities, Final Report submittal and DSA'S Sign-Off Card system will be implemented, as required.

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**NOT-TO EXCEED ESTIMATE & UNIT RATE: 96 hours at \$97.50 per hour.....\$ 9,360.00**

PLEASE SIGN AND RETURN TO OUR OFFICES VIA EMAIL OR FAX UPON ACCEPTANCE.			
<b>CQAG, LLC.</b> Paul E. Beyl, Jr. Principal Name		<b>LGSD</b> <i>[Signature]</i> Client Representative/District	
<i>[Signature]</i> Sign	12/08/2020 Date	<i>[Signature]</i> Sign	12/15/20 Date

## PROJECT INSPECTOR QUALIFICATION AND APPROVAL

This form must be completed by the Design Professional in General Responsible Charge and the Project Inspector. Form must be signed and dated by the Project Inspector, School District/Owner, Design Professional in General Responsible Charge, and Structural Engineer (when applicable). The completed, signed form must be submitted to the Division of the State Architect (DSA) by the Design Professional in General Responsible Charge to ensure DSA approval of the Project Inspector prior to the commencement of construction work (for Original Request) or before continuation of construction work (for Replacement Inspector).

<b>1. PROJECT INFORMATION (Completed by the Design Professional.)</b>			
School District/Owner: Lemon Grove School District		DSA File #: 37 36	
Project/School Name: Vista La Mesa Academy Pavillion		DSA App. #: 04 <input checked="" type="checkbox"/> 119671	
Project Class: 2	Estimated Construction Start Date of the work requiring inspection: January, 2021		
Will Assistant Inspector(s) be required on this project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Type of DSA approval requested:		DSA 5-PI Submittal Date: 12/16/2020	
<input checked="" type="checkbox"/> Project Inspector		<input checked="" type="checkbox"/> Initial Request	
<input type="checkbox"/> Request for Approval of Replacement Project Inspector		<input type="checkbox"/> Revised Request	
<b>2. PROJECT INSPECTOR'S INFORMATION (Completed by the Project Inspector.)</b>			
Name: Paul E. Beyl, Jr.			
Work Address: 15035 Levita Court			
City: Poway		State: CA	ZIP: 92064
Work Phone: 858-967-5824		Work Email: cqagpb@gmail.com	
DSA Certification Class: 1		DSA Certification #: 794	Expiration Date: 3/28/2022
<b>3. PROJECT INSPECTOR'S EXPERIENCE RECORD (Completed by the Project Inspector.)</b>			
List at least three previous projects that best qualify you to perform inspection services for the project described above. Identify projects by name and (where available) identification/project number(s).			
<b>A. Project Name:</b> Oak Valley Middle School-2-Story Classroom Addition			
DSA Application #: (If applicable.) 04-118172		Job Duties (Role):	
Construction Cost: \$7.5Mil		<input checked="" type="checkbox"/> Project Inspector <input type="checkbox"/> Assistant Inspector	
Type: <input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Alteration <input type="checkbox"/> Relocatable Bldgs.		<input type="checkbox"/> Field Superintendent	
New Construction Sq. Ft.: 10,000		<input type="checkbox"/> Other:	
Structural systems of new construction or structural alterations:		Dates Employed:	
<input type="checkbox"/> Wood Shear Wall <input checked="" type="checkbox"/> Concrete/Masonry Shear Wall <input checked="" type="checkbox"/> Steel Frame		From: 07/01/19 To: 11/01/20	
Employer: Construction Quality Assurance Group, LLC		Contact Name: Paul E. Beyl, Jr.	
Work Contact Email: cqagpb@gmail.com		Work Contact Phone: 858-967-5824	
<b>B. Project Name:</b> Stone Ranch Elementary School - 2-Story Classroom Addition			
DSA Application #: (If applicable.) 04-114989		Job Duties (Role):	
Construction Cost: \$12Mil		<input checked="" type="checkbox"/> Project Inspector <input type="checkbox"/> Assistant Inspector	
Type: <input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Alteration <input type="checkbox"/> Relocatable Bldgs.		<input type="checkbox"/> Field Superintendent	
New Construction Sq. Ft.:		<input type="checkbox"/> Other:	
Structural systems of new construction or structural alterations:		Dates Employed:	
<input checked="" type="checkbox"/> Wood Shear Wall <input type="checkbox"/> Concrete/Masonry Shear Wall <input checked="" type="checkbox"/> Steel Frame		From: 06/01/17 To: 07/15/18	
Employer: Construction Quality Assurance Group, LLC		Contact Name: Paul Beyl	
Work Contact Email: cqagpb@gmail.com		Work Contact Phone: 858-967-5824	

**PROJECT INSPECTOR QUALIFICATION AND APPROVAL**

DSA File #: 37 36

DSA App. #: 04 - 119671

**C. Project Name:** Rancho Del Rey MS-Alt & Load Testing of Cellular Pole

DSA Application #: (If applicable.) 04-117423

Construction Cost: \$100,000

Type: ☐ New Construction ☒ Alteration ☐ Relocatable Bldgs.  
New Construction Sq. Ft.:**Job Duties (Role):**☒ Project Inspector ☐ Assistant Inspector  
☐ Field Superintendent  
☐ Other:

Structural systems of new construction or structural alterations:

☐ Wood Shear Wall ☐ Concrete/Masonry Shear Wall ☒ Steel Frame**Dates Employed:**

From: 07/24/18 To: 08/24/18

Employer: Construction Quality Assurance Group, LLC

Contact Name: Paul Beyl

Work Email: cqagpb@gmail.com

Work Phone: 858-967-5824

**4. PROJECT INSPECTOR'S TIME COMMITMENT/WORKLOAD (Completed by the Project Inspector.)**

Specify your time commitment to this project:

☐ Full Time (40 hours per week) ☒ Part Time Anticipated average hours per week: 12-16Will you be working concurrently on other school projects? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

DSA Application #	Project Name	Project Location (City)	Project Class	Avg. Hrs. per Wk.	% Complete
04-119353	Southwest HS-Cell Tower Upgrade	San Diego	3	12	0

Will you be working concurrently on non-school projects or other employment? ☐ Yes ☒ No

If yes, list each project below. (Attach additional sheets if necessary.)

Project Name	Project Location (City)	Type of Construction	Job Duties/Role	Avg. Hrs. per Wk.	% Complete

**5. PROJECT INSPECTOR'S AFFIDAVIT**

I hereby certify under penalty of perjury that all information reported in Sections 2, 3 and 4 of this form is true, and I understand and agree that any misstatement of material fact contained in this form will be sufficient cause for withdrawal of my DSA approval for this project. I further certify that I am aware that my DSA Project Inspector Certification must remain valid throughout the duration of my assignment to the project identified in Section 1 of this form.

If appointed, I will accept the responsibilities of Project Inspector and will perform the duties as prescribed by Education Code Sections 17280-17316 (for public schools), or 81130-81147 (for community colleges), or Health and Safety Code Sections 16000-16023 (for essential services buildings).

Signature:



Print Name: Paul E. Beyl, Jr.

Date: 12/16/20



**PROJECT INSPECTOR QUALIFICATION AND APPROVAL**

DSA File #: 37 36

DSA App. #: 04 119671

**6. SCHOOL DISTRICT/OWNER'S AFFIDAVIT**

The inspector named on this form has been selected by the School District/Owner, on condition of acceptance by the Design Professional in general responsible charge, and approval by DSA.

I further certify that: *(Check one that applies.)*

☒ The inspector will be employed/contracted directly by the School District/Owner.

☐ The inspector will be employed/contracted by the following entity, \_\_\_\_\_  
which provides only project inspection services to the School District/Owner:

This individual is to provide competent, adequate project inspection during construction of this project. I understand that the Project Inspector will act under the general direction of the Design Professional in general responsible charge. The inspector shall be directly responsible to the School District/Owner.

I am aware that any replacement of the approved Project Inspector must be completed only upon approval of the replacement inspector by DSA and prior to continuation of construction work.

Signature: [Signature] Print Name: Sheree Stapper Date: 12/18/20

Title: Chief Business Official

**7. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE'S AFFIDAVIT**

I find the inspector named on this form to be suitably qualified and satisfactory to perform the duties of Project Inspector on this project, as described in CCR, Title 24, Part 1, Sections 4-219 (for essential services buildings) or 4-342 (for public schools and community colleges). My assessment is based on: *(Check one.)*

☐ Interview: (Date of interview.) \_\_\_\_\_ OR ☐ Prior Professional Relationship.

I will provide general direction of the work of the Project Inspector.

If I become aware of any significant changes to the information reported herein I will submit a revised form DSA 5-PI to DSA. I will submit a form 5-PI to DSA for any replacement inspectors to ensure DSA approval of the replacement inspector prior to continuation of construction work.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**8. STRUCTURAL ENGINEER'S AFFIDAVIT (Complete when structural work is delegated to Structural Engineer on line 24a of form DSA 1.)**

I find the inspector named on this form to be suitably qualified and satisfactory to perform the duties of Project Inspector on this project, as described in CCR, Title 24, Part 1, Sections 4-219 (for essential services buildings) or 4-342 (for public schools and community colleges). My assessment is based on: *(Check one.)*

☐ Interview: (Date of interview.) \_\_\_\_\_ OR ☐ Prior Professional Relationship.

I will provide general direction of the work of the Project Inspector.

If I become aware of any significant changes to the information reported herein I will submit a revised form DSA 5-PI to DSA. I will submit a form DSA 5-PI to DSA for any replacement inspectors to ensure DSA approval of the replacement inspector prior to continuation of construction work.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL BY  
DIVISION OF  
THE STATE  
ARCHITECT**

Signature of the  
DSA Field Engineer:

Print Name:

Date:

**Submit this form electronically to the DSA Regional Office with construction oversight authority for the project:**

☐ DSA OAKLAND

[Oakfielddocs@dgs.ca.gov](mailto:Oakfielddocs@dgs.ca.gov)

☐ DSA SACRAMENTO

[Sacfielddocs@dgs.ca.gov](mailto:Sacfielddocs@dgs.ca.gov)

☐ DSA LOS ANGELES

[LAfielddocs@dgs.ca.gov](mailto:LAfielddocs@dgs.ca.gov)

☒ DSA SAN DIEGO

[SDfielddocs@dgs.ca.gov](mailto:SDfielddocs@dgs.ca.gov)



Requisition #: \_\_\_\_\_  
FOR SITE USE

PO #: \_\_\_\_\_  
FOR BUSINESS OFFICE USE



## FIELD CONTRACT FOR SERVICES UNDER \$60,000.00

This Contract made and entered into on December 15, 2020 by and between Countywide Mechanical Systems, Inc. hereinafter called the **CONTRACTOR** and the **LEMON GROVE SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

- 1) The **CONTRACTOR** shall furnish the **DISTRICT** for a total contract price of:

Eight thousand, seven hundred ninety five dollars and 00/100 Dollars: \$ \$8,795.00

for the following services (the "Project"):

**FIELD CONTRACT TO BE VALID FOR FISCAL YEAR** December 15, 2020 **ENDING** June 30, 2021 **FOR**

Replace A/C 21 4 on Carrier and install new Carrier 48FCLA05A2A6

☐ (See Exhibit A for Scope of Work to be performed)

- 2) The term of this contract shall begin on December 15, 2020 with work to be completed on or before June 30, 2021.

- 3) The Contractor shall not commence work under this Contract until the insurance required under paragraph 23 of the General Terms and Conditions and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

- 4) Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the General Terms and Conditions and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or owed until at least thirty (30) days following final approval of completed work by the District.

- 5) Payment Bond - For contracts of \$25,000 or more, Contractor shall not commence the Project until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond, in an amount equivalent to one hundred percent (100%) of the Contract price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

- 6) Inspection shall be performed by the Director of Facilities and Support Operations for the District, or his authorized representative.

- 7) The Contract includes the General Terms and Conditions as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

- 9) **Documents Constituting Agreement.** The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement.

<u>  X  </u>	Contractors License Number	<u>          </u>	Payment Bond for Contracts \$25,000 or More
<u>  X  </u>	DIR Registration Number	<u>  X  </u>	W-9
<u>  X  </u>	Certificates of Insurance	<u>  X  </u>	Fingerprinting Compliance Form
<u>  X  </u>	Non-Collusion Declaration	<u>          </u>	Work Specs/Scope of Work

**"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract"**

Initial JM

**Note: Federal Regulations (Code Sections 6041 and 6029) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.**

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

**36-4712003**  
**Employer Identification**

**Social Security Number**

- 10) **Entire Agreement/Amendments.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alteration or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

- 11) **Severability.** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

- 12) Exhibits and Recitals.** All the Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

- 13) Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of

which shall constitute and agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

**CONTRACTOR**

Countywide Mechanical Systems, Inc.

Contractor Name

  
Contractor Authorized Signature

Date

Title: VP - SERVICE OPERATIONS

License #: N/A

DIR #: N/A

Contractor Address

El Cajon CA 92020

Contractor City, State, Zip

**LEMON GROVE SCHOOL DISTRICT**

**DISTRICT**

By:

  
Signature

Sheree Stopper

Type Name

Chief Business Official

Title

dispatch@countywidems.com

Contractor Email

(619) 449-9907

Contractor Phone

Contractor Cell

**NON-COLLUSION DECLARATION**

State of California     )

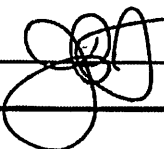
County of San Diego    )

**JAMES P . MAHANY** (name), being first duly sworn, deposes and says that he or she is

**VP - SERVICE OPERATIONS** (title) of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

12/21/20  
Date

  
Signature

## **GENERAL TERMS AND CONDITIONS**

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Initial 

## GENERAL TERMS AND CONDITIONS CONTINUED

**17. HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

**18. PAYMENT** Unless otherwise specified, the Contractor shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract in lump sum on completion of the work in accordance with applicable law after delivery to and final approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld), except in the event that the Contract Price exceeds \$5,000, then the District shall withhold retention in the amount of five percent (5%) of all such payment(s) until final completion and release of retention in accordance with applicable law.

**19. PERMITS AND LICENSES** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

**20. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an Independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**21. ANTI-DISCRIMINATION** It is the policy of the Lemon Grove School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

**22. LABOR CODE** The Contractor shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$15,000). Current determinations can be found at the California Department of Industrial Relations website: [www.dir.ca.gov/DLSR/statistics\\_research.html#pwd](http://www.dir.ca.gov/DLSR/statistics_research.html#pwd).

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors.

**23. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

B) **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Contractor shall procure and shall maintain during the life of his contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

**24. WARRANTY/QUALITY** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

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## **GENERAL TERMS AND CONDITIONS CONTINUED**

25. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

26. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

27. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

28. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

29. **State Contractor's License.** For construction work, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: C13 Fencing

30. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

31. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

32. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the Lemon Grove School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

33. **LABOR COMPLIANCE MONITORING.** Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

34. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose: Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

35. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. All employees of Contractor, including those of subcontractor, working on a school site while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. The District shall notify the Contractor in writing if its employees must be fingerprinted prior to commencing work.

Initial JM



## **GENERAL TERMS AND CONDITIONS CONTINUED**

36. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

37. **COMPLIANCE WITH STORM WATER PERMIT** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

38. **Liquidated Damages.** If the Work is not completed in accordance with the date required by the Contract and usable by the District, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of

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for each and every calendar day of delay beyond the time prescribed in the Contract for finishing the Work. In the event this is not paid, the Contractor agrees that the District may deduct that amount from any money due or that may become due the Contractor under the Contract.

39. **Procedure for Resolving Disputes.** The parties to this Contract are subject to the provisions of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, which requires compliance with the procedures set forth therein to resolve any claim by the Contractor of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount. If after the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code are completed and a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

Initial TM

**EXHIBIT A**  
**Attach Scope of Work**



1400 N. Johnson Ave., Suite 114 El Cajon, CA 92020  
Phone (619) 449-9900 Fax (619) 449-9907  
License #967998

**Work Order Quote: 6956**

**Serv. Site:** Liberty Charter High School

**Address:** 8425 Palm Avenue  
Lemon Grove, CA 91945 US

**Req. By:** Jose Luis Duran **On:** 12/15/2020

**Phone:** 619-723-5164

**Customer:** Lemon Grove School District

**Address:** 8025 Lincoln St.  
Lemon Grove, CA 91945 US

**Contact:** Jose Luis Duran

**Phone:**

**Quote for:** A/C 21 Unit Replacement 4 Ton

**Scope Seq:** 1

Replace A/C 21 4 Ton Carrier with New.

1. Disconnect the existing units electrical, condensate and gas.
2. Crane unit off rooftop and dispose of per EPA regulations.
3. Provide (1) new Carrier 48FCLA05A2A6 Gas Package Unit 460v.
4. Replace the outdoor electrical disconnect and fuses.
5. Provide new gas flex w/ shutoff.
6. Adapt to the existing electrical, condensate and controls.
7. Start up and test for proper operation.
8. Quote is based on prevailing wage rates.

The cost to complete the above scope of work during normal business hours is \$ 8,795.00\_\_\_\_\_

Excludes: Design/Engineering/Permits, Structural Modifications, New Electrical Service and Overtime.

We look forward to working with you on this project and would like to take this opportunity to thank you for choosing Countywide Mechanical Systems for all your service needs. If you have any questions and/or concerns regarding this project, or if there is anything else for which we may be of service, please feel free to contact us. This proposal is valid for 30 days.

Thank you

Joe Hanley  
Service Projects Coordinator

Signature: \_\_\_\_\_

Date: 12/22/20

Title: CBO

**COVID-19 RELATED AMENDMENT TO  
2020-2021 NONPUBLIC SCHOOL MASTER CONTRACT**

This Amendment to the 2020-2021 San Diego County Nonpublic Master Contract ("Amendment"), is made and entered into this 15<sup>th</sup> day of October, 2020, by and between the Lemon Grove School District ("Local Education Agency" or "LEA") and the Nonpublic School Institute for Effective Education ("Contractor") (together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties executed the 2020-2021 San Diego County Nonpublic Master Contract ("Contract") for the purpose of LEA and Contractor being able to provide special education and related services to individuals with exceptional needs through their Individualized Education Programs, as required by Education Code section 56365 et seq.; and

WHEREAS, uncertainty continues such that funding and expectations for attendance and learning are governed by budget bills, such as Senate Bill 98 and pending revisions, that govern expectations for attendance and learning for 2020-2021 school year, as well as funding; and

WHEREAS, Contractor is both willing and able to provide the special education and related services contemplated by the Master Contract, on behalf of LEAs, in keeping with federal, state, and local public health regulations, orders, and guidance in response to COVID-19; and

WHEREAS, the Parties desire to agree to amendments for the 2020-2021 school year or until COVID-19 restrictions cease, whichever occurs sooner, and desire to amend the Master Contract to account for COVID-19 Federal, State, and local health emergency orders and regulations, and ensure that special education and related services provided by Contractor's schools on behalf of LEAs are consistent with State and Federal guidance; and

WHEREAS, the San Diego County Special Education Local Plan Area ("SELPA") Directors and the County Director of Special Education approve this Amendment, as required by Paragraph 1.3 of the Contract, to which the SELPAs are not a party;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

**1. Amendments to the Contract.**

a. Amendment. The following provisions shall apply during 2020-2021 school year, or until distance learning is no longer required, whichever occurs first:

- i. Contractor shall submit to the LEA for approval, a plan for the provision of remote and/or distance learning educational services to pupils who will receive special education and/or related services provided by the Contractor ("Distance Learning Plan"). The LEA shall not withhold approval of the Distance Learning Plan if it reasonably meets the requirements set forth below and may base approval on applicable State law and/or State or Federal guidance. Invoices of the

distance learning activities conducted in good faith and in accordance with its Distance Learning Plan by Contractor from July 1, 2020, to the date of this Amendment's adoption shall be accepted by LEA for payment.

- ii. Contractor will provide education program in compliance with Education Code, as amended to address pandemic restrictions for schools, during the 2020-2021 school year. Contractor will stay informed on all requirements of law, including Senate Bill 98 requirements, summarized as follows:
  - 1. Confirmation of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work during any required distance learning; report to LEA within 24 hours of any pupil who does not have connectivity or a device or both;
  - 2. Content provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
  - 3. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support;
  - 4. Special education, related services, and any other services to include accommodations necessary to ensure that each pupil's individualized education program can be executed in a distance learning environment;
  - 5. Daily live interaction with qualified staff for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders, and, to the extent feasible, shall include the pupil's peers. Anytime daily live interaction is not feasible as part of regular instruction, Contractor will communicate with the LEA to amend or revise Distance Learning Plan if alternative plans are required. The Parties acknowledge the importance of frequent communication if alternative planning becomes necessary to ensure continuity of learning during distance learning;
  - 6. Written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction, as well as notification to the LEA of the steps taken; and
  - 7. Regular communications with parents and guardians and the LEA regarding a pupil's academic progress, including when live interaction is not feasible.

- iii. In lieu of regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), during any period of distance learning the Contractor shall submit to the LEA a work plan and detailed service logs documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in accordance with the Distance Learning Plan. In addition, a weekly engagement record shall be completed for each pupil that documents each student's daily participation in synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, tracking documents, and the completion of assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between Contractor's employees and pupils or parents or guardians. The detailed service logs shall indicate that a pupil who, on a given day, does not participate in any of the activities specified in Contractor's Distance Learning Plan. The Contractor may comply with this paragraph by using templates prepared by CDE for this purpose.
- iv. The LEA shall make payment to the Contractor for those days in which education and services identified in Contractor's Distance Learning Plan were actually provided by the Contractor, as documented by detailed service logs, and as set forth in the Master Contract.

b. The Amendment shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning. The Parties acknowledge and agree they have reviewed and will stay current on amendments to the Education Code made for the 2020-2021 school year, and affirm importance of as much in person, classroom-based instruction, as long as in compliance with health and safety requirements. The Parties agree to communicate to determine when any in person instruction or services may be provided, such that the LEAs may have sufficient notice to arrange for transportation required as a related service.

## **2. Provisions of the Contract Reaffirmed.**

All other provisions of the Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Contract, the provisions of this Amendment shall control.

This Amendment, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date set forth above.

10/20/20  
Date

  
Authorized Representative Signature  
Name and Title: KENNETH L. TRAUPMANN, Ph.D.  
Nonpublic School: Executive Director

11/13/20  
Date

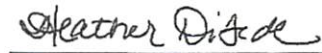
  
Authorized Representative Signature  
Name and Title:  
LEA:

\_\_\_\_\_  
Date

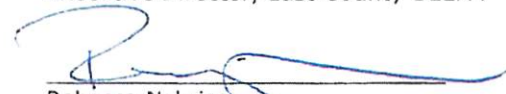
10/15/2020  
LEA Board Approval

Approved by SELPA Directors:


10/08/2020  
Date

  
Heather DiFede  
Executive Director, East County SELPA


10/8/2020  
Date

  
Rebecca Nobriga  
Executive Director, North Coastal  
Consortium for Special Education SELPA

10/08/2020  
Date

  
Jaime Tate-Symons  
Senior Director, North Inland Special  
Education SELPA

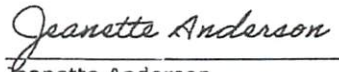
10 8 20  
Date

  
Russell Coronado  
Executive Director, South County SELPA

10/8/2020  
Date

  
Edward Baisley  
Director, San Diego Unified School District  
SELPA

10/9/20  
Date

  
Jeanette Anderson  
Director, Poway Unified School District  
SELPA



<input type="checkbox"/>	Requisition Entered in People Soft
<input type="checkbox"/>	Requisition # _____
<input type="checkbox"/>	Insurance Form Requested
<input type="checkbox"/>	W-9 Form Requested
<input type="checkbox"/>	Independent Contractor Completed & Signed



Approved at Board Meeting: _____	(if applicable)
PO #: _____	
<b>FOR BUSINESS OFFICE USE ONLY</b>	

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the LEMON GROVE SCHOOL DISTRICT, hereinafter referred to as "District", and

CONTRACTOR: Malashock Dance  
 MAILING ADDRESS: 233 A Street Ste 1010  
 CITY, STATE, ZIP: San Diego, CA 92101  
 PHONE NUMBER: 858-442-7930

hereinafter referred to as "Contractor".

WHEREAS, District is authorized by § 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

NOW, THEREFORE, the parties agree as follows:

**1) Services to be provided by Contractor (include site, days of week, hours of services and # of students served:)**

Malashock Dance will provide virtual dance classes that include grade-level standards in Visual and Performing Arts (Dance) and Physical education.

Classes will begin January 13, 2021 and be held every Wednesday and Friday for 10 consecutive weeks

Wednesdays: 9:30 - 10:15 am & 10:30 - 11:15 am

Fridays 11:15 am - 12:15 pm & 12 - 12:45 pm

**2) Term**

Contractor shall commence providing services under this Agreement on January 13, 2021 and will diligently perform as required and complete performance by March 17, 2021.

**3) Compensation**

District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed 3000.00 dollars. District shall pay Contractor according to the following terms and conditions (include hourly rate(s), if special payment arrangements have been made, specify below):

\$75.00 per class - total of 40 classes

4) Expenses

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows (any and all additional fees must be specified materials, supplies and travel must be included in not to exceed dollar amount in #3 above):

None

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5) Independent Contractor

Contractor in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service so be provided under this Agreement.

6) Taxes

Contractor acknowledges and agrees that it is the sol responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

7) Materials

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

None

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Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8) Confidentiality and Use of Information

- a) Contractor shall not hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research development, trade secrets and business affairs; but does not include information which is generally know or easily ascertainable by nonparties through available public documentation.
- b) Contractor shall advise District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

9) Audit and Inspection of Records

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10) Works for Hire/ Copyright/ Trademark/ Patent

Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole 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 matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11) Termination

District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

12) Hold Harmless

Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of:

- a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13) Insurance

Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) 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 Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy.

**14) Workers' Compensation Insurance**

Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such a claim.

**15) California Labor Code Requirements**

- a) Contractor is aware of the requirements of California Labor Code § 1720 et seq. and § 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify and hold the District, its elected officials, officers, and employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions,, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
- b) Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code § 1725.5 and § 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

**16) Fingerprinting Requirements**

The District requires the use of the San Diego County Office of Education (SDCOE) Clearinghouse for independent contractors. The SDCOE has an electronic fingerprinting service called Livescans. Electronic services are preferred by the legislative intent of the Education Code: "Where reasonable access to the statewide electronic fingerprinting is available, the Department of Justice may mandate electronic submission of the fingerprint cards and other information required by this section. "(Ed. Code, § 45125.1, subd. (j).)" The cost is \$49 to be paid by cashier check or money order to SDCOE. The fingerprints go into a database directly connected to the DOJ. Also, these fingerprinting services will apply to any San Diego County school district, so if the contractor has more than one contract, they only need to go one time.

The District has determined under Education Ed. Code, § 45125.1, subd. (d) that in performing services pursuant to this Agreement, Contractor or Contractor's employees of sub-contractor's employees will have substantial contact with pupils under the totality of the circumstances. Therefore, as required under Ed. Code, § 45125.1, subd. (a), Contractor, and it's employees or subcontractor employees who will provide services pursuant to this Agreement must submit their fingerprints in a manner authorized by the

Department of Justice (DOJ) together with a fee determined by the DOJ in order to conduct a criminal background check to determine whether these individuals have been convicted of or have charges pending for a felony as defined under Ed. Code, § 45125.1.

The Contractor and the Contractor's employee or sub-contractor's employee, who are to perform services, may not come in contact with pupils under this Agreement until the DOJ had determined that the Contractor or particular employee has not been convicted of a felony or has no criminal charges pending for felony as defined in Education Code § 45122.1. Contractor shall certify in writing to the governing board of the Lemon Grove School District to the attention of the Deputy Superintendent, 8025 Lincoln St., Lemon Grove, CA, 91945, that Contractor and all of its employees or sub-contractor employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code § 45122.1.

Any sub-contractor hired by Contractor shall be subject to and shall comply with this provision. Contractor and sub-contractor shall be jointly and severally liable for any injury that results from sub-contractor's failure to comply with this provision.

17) Assignment

The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18) Compliance with Applicable Laws

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure 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. This includes, but is not necessarily limited to, any federal grant funding requirements applicable to Contractor's work. Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

19) 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 pursuant to this Agreement.

20) 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.

21) Entire Agreement/Amendment

This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services executed by both parties to the Agreement.

22) Nondiscrimination in Employment

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, or sex of such persons.

23) 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.

24) Administrator Agreement

This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Independent Contractor Administrator  
Lemon Grove School District  
8025 Lincoln St.  
Lemon Grove, CA 91945

For Contractor: Malashock Dance  
Molly Puryear, Executive Director  
233 A Street Ste 1010  
San Diego, CA 92101

25) Notice

All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) a personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provision of this section. At the date of this Agreement, the addresses of the parties are set forth above.

26) Severability

If any term, condition or provision of the 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.


27) Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

28) Warranty of Authority

Each of the parties signing this Agreement warrants to the other that he/she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 20 day of November 20 20

**DISTRICT**  
By:   
Signature  
Sherree Stopper  
Type Name  
Chief Business Official  
Title

**CONTRACTOR**  
By:   
Signature  
Molly Puryear  
Type Name  
Executive Director  
Title

The following is to be completed by school/district staff prior to the rendering of service (submit all copies as listed below):

**Expenditure Approved By:**

Principal/ Coordinator/ Administrator/ Department Head

*Julie Jones*

Julie Jones (Nov 20, 2020 13:47 PST)

Signature

Date

Type Name

Program Charged:

Account Number:

**Distribution After Approval**

*Original to:* Account Clerk, Fiscal Services

*Copy to:* Independent Contractor

*Invoice to:* Account Technician, Fiscal Services








# ICA MALASHOCK 2020-2021

Final Audit Report

2020-11-20

Created:	2020-11-20
By:	Malashock Dance (info@malashockdance.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAahZAFr-nQ2I-SJDfYb_fvwm1GWbkvSxQB

## "ICA MALASHOCK 2020-2021" History

-  Document created by Malashock Dance (info@malashockdance.org)  
2020-11-20 - 8:46:02 PM GMT- IP address: 98.176.252.27
-  Document emailed to Julie Jones (jjones@lemongrovesd.net) for signature  
2020-11-20 - 8:49:58 PM GMT
-  Email viewed by Julie Jones (jjones@lemongrovesd.net)  
2020-11-20 - 8:53:00 PM GMT- IP address: 66.249.84.193
-  Document e-signed by Julie Jones (jjones@lemongrovesd.net)  
Signature Date: 2020-11-20 - 9:47:19 PM GMT - Time Source: server- IP address: 209.66.204.210
-  Agreement completed.  
2020-11-20 - 9:47:19 PM GMT

# PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Lemon Grove School District	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Rebecca Burton	<i>Primary Contact, Title</i>	Tina-Marie Lohela, Outreach
<i>Billing / Payment Address</i>	8025 Lincoln Street	<i>Billing Address</i>	24 School Street, 4 <sup>th</sup> Floor
<i>City / State / Zip</i>	Lemon Grove, CA	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	<a href="mailto:rburton@lemongrovesd.net">rburton@lemongrovesd.net</a>	<i>Email</i>	<a href="mailto:tlohela@panoramaed.com">tlohela@panoramaed.com</a>
<i>Phone</i>	<a href="tel:610-210-9474">610-210-9474</a>	<i>Phone</i>	617-631-9743

(1) Description of Services and (2) Fees		
Description of Services	Fees	
<b>Panorama Student Success: Platform License Fee</b> Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions): <ul style="list-style-type: none"> <li>Dashboards and reporting for teachers, student support staff, school administrators, and district administrators</li> <li>Panorama's social-emotional learning survey or screener for students and staff</li> <li>Includes survey administration, analysis, and reporting</li> <li>Ongoing integration of Infinite Campus &amp; standard filters into Student Success platform</li> <li>Ongoing integration of I-Ready and SBAC state assessment data into Student Success platform</li> <li>Intervention tracking</li> </ul> <b>Technical Support</b> Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful implementation. <ul style="list-style-type: none"> <li>Manage setup and configurations, Platform maintenance, End user email support, Online resources, Data integration</li> </ul> <b>Professional Development: Virtual</b> Student Success training includes:	<b>Effective Date:</b>	<u>December 2, 2020</u>
	<b>Contract Term:</b> (From Effective Date)	<u>3 Year</u>
	<b>Annual License Fee:</b>	<b>\$18,000</b>
	Discount for 3 year contract	(\$1,440)/yr.
	<b>Annual Student Success License Fee (w/discount):</b>	<b>\$16,560/yr.</b>
	Professional Development:	<b>\$2,000</b>
	<b>Total over Contract Term:</b>	<b>\$51,680</b>

# PANORAMA EDUCATION – SERVICE ORDER



- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"><li>• 60-minute platform preview and rollout strategy call pre-training</li><li>• 30-minute preparation call for Train the Trainer virtual training</li><li>• 1 virtual training sessions (60-90 minutes each), for up to 50 participants</li><li>• 4 strategic advising sessions (60-90 minutes each), for up to 5 participants</li><li>• On-going access to recorded tutorials and community trainings</li></ul> |  |  |
|--|--|--|

# PANORAMA EDUCATION – SERVICE ORDER



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## Other Terms and Conditions (if any)

The following filters are available by default if documented in an SIS for all clients within the Panorama Student Success platform:

- Gender
- Grade level
- Race/ethnicity
- Special education status
- ELL status (also FLEP/LEP status)
- FRPL status
- IEP status
- 504 plan
- Health education
- Transfer student
- Counselor
- Homeroom
- Preferred language at home
- Gifted and talented

## Agreement

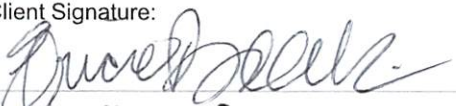
The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

## Authorization

# PANORAMA EDUCATION – SERVICE ORDER



By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature: 	Print Name, Title: <i>Superintendent</i> Erica Balakian,	Date: 12/16/20
Panorama Signature: <i>Susannah Jabaily</i>	Print Name, Title: Susannah Jabaily, Finance Manager	Date: 11 / 18 / 2020

Board approved  
12/15/2020



## Terms and Conditions

### BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the "Platform").

Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

### 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

### 2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data"), and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested

enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

### 3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

### 4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

## Terms and Conditions

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

## 5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this



## Terms and Conditions

Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

**7.5 Indemnification by Client.** Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

**7.6 Indemnification Procedure.** If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.





## 8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been

duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

TITLE	Panorama Contract for Lemon Grove Student Success (updated)
FILE NAME	LemonGrove_Panora...cess_Nov.2020.doc
DOCUMENT ID	b342484472cb5426d952d03231ec8add2ed068d1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

## Document History

 SENT	<b>11 / 18 / 2020</b> 21:31:21 UTC	Sent for signature to Katie Mallet (contracts@panoramaed.com) from tlohela@panoramaed.com IP: 72.92.239.218
 VIEWED	<b>11 / 18 / 2020</b> 22:14:11 UTC	Viewed by Katie Mallet (contracts@panoramaed.com) IP: 209.6.46.68
 SIGNED	<b>11 / 18 / 2020</b> 22:15:18 UTC	Signed by Katie Mallet (contracts@panoramaed.com) IP: 209.6.46.68
 COMPLETED	<b>11 / 18 / 2020</b> 22:15:18 UTC	The document has been completed.



1717 W. 6th St. Suite 310, Austin, TX 78703  
+1 (415) 801-0500 | sales@rev.com | www.rev.com

## Rev Live Captions Order Form

This Order Form is made and entered into by and between Rev.com, Inc., a Delaware corporation ("**Rev**"), and the customer identified below ("**Customer**") to be effective as of the date of Customer's execution of this Order Form ("**Order Form Effective Date**").

Customer acknowledges and agrees that this Order Form is subject to the terms and conditions of the University and Government Master Services Agreement ("MSA") dated September 16, 2020 and effective September 17, 2020 between Rev.com, Inc and San Diego County Superintendent of Schools.

Capitalized terms used but not otherwise defined in this Order Form will have the meanings ascribed to such terms in the Agreement.

Order Form Term: This Order Form covers the period beginning September 23, 2020 ("**Order Form Start Date**") and ends on June 30, 2021 ("**Order Form Term Date**"), such period and any renewal term shall hereinafter be referred to as the "**Order Form Term.**" The Order Form Term shall automatically renew for successive one year periods unless: (i) otherwise stated in this Order Form or the Agreement or (ii) either party provides the other with written notice of termination at least 60 days prior to the expiration of the then-current Order Form Term.

### Rev Live Captions Subscription Details:

Start Date: September 23, 2020

End Date: June 30, 2021

# Licenses: 10

Hours per month: 80 per license, 800 for the entire account

Invoicing: Rev will email to Customer an invoice for \$1,600 hereby on or about the Order Form Effective Date. If this Order Form is renewed automatically, Rev will invoice Customer on the same schedule as it was invoiced in the prior Order Form Term.

Overages: If during any month during the term of this Order Form, Customer's total number of captioned hours for the entire account exceeds 800 hours, Rev will invoice Customer an additional \$20 ("The Overage Fee") for the first additional 80 hours, and every additional 80 hours thereafter at the end of each month.

Billing Information:

Primary Rev Account #: 483014801  
Customer Primary Contact: Leanne Gattegno  
Primary Contact Phone: 619-825-5600 x5635  
Primary Contact Email: lgattegno@lemongrovesd.net

Billing Contact Name: Michelle Flores  
Billing Contact Phone: 619-825-5724  
Billing Contact Email: accounting@lemongrovesd.net  
Billing Contact Address: 8025 Lincoln Street  
Billing City/State/Zip: Lemon Grove, CA 91945  
Sales Tax Calculation Address (if different from billing address): Tax Exempt  
Does your organization require a purchase order (Yes / No): Yes

\* Primary Rev Account will receive a credit equal to the prepaid credits on the Order Form Start Date.

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Order Form.

Rev.com, Inc.

DocuSigned by:

By: Emina Bozek  
Name: Emina Bozek

Title: Contracts Manager

Date: 9/23/2020

Lemon Grove School District

By: Sheree Stopper  
Name: Sheree Stopper

Title: Chief Business Official

Date: 12/18/2020

## T-Mobile Project 10Million Agreement (Program)

This T-Mobile Project 10Million Agreement (Program) ("**Agreement**"), which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is made by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Lemon Grove School District, a California School District with its principal place of business at 8025 Lincoln Street, Lemon Grove, CA 91945 ("**Customer**").

1. **Underlying Agreement.** Customer agrees to accept/purchase wireless mobile Services and/or Devices from T-Mobile, and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's acceptance/purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. 1907 and applicable Participating Addendum ("**Master Agreement**").
  - (a) The NASPO Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment Agreement No. 1907 ("**NASPO 1907 Agreement**") will expire on December 31, 2020. If Customer elects NASPO 1907 Agreement as the Master Agreement in Section 1 above, Customer agrees that this Agreement will be governed by the NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement No. MA176 and applicable Participating Addendum ("**NASPO MA176 Agreement**"), effective on or before January 1, 2021.
  - (b) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
2. **Term; Termination.** Unless terminated under the terms of this Section 2, the term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("**Term**"). Subject to the termination rights below, each line of Service activated under this Agreement (regardless of rate plan selected) will have a service term of 60 months from date of activation of such line of Service ("**Base Service Period**"). During a line's Base Service Period, such line may be migrated from its then-current rate plan listed in Section 4 below to any other rate plan listed in Section 4 below (a "**Plan Migration**"). Plan Migrations will be implemented by T-Mobile by no later than the first day of the second billing month after the billing month during which the Plan Migration was ordered by Customer.

This Agreement and/or any active line of Service hereunder may be terminated: (i) for cause pursuant to the terms of this Agreement and/or the Master Agreement (and if this Agreement is terminated for cause by T-Mobile, then T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service); or (ii) upon mutual written agreement by the parties (and in the event this Agreement is terminated upon mutual written agreement of the parties, T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties); or (iii) by Customer for convenience upon 30 days' prior written notice to T-Mobile (and in the event this Agreement is terminated by Customer for convenience, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties); or (iv) after August 31, 2025, by T-Mobile upon 30 days' prior written notice to Customer (and in the event this Agreement is terminated pursuant to this subclause, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties).

In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "**New Master Agreement**"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event that the Master Agreement is terminated or expires and is not renewed prior to the

expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

- 3. Eligibility and Related Rules.** The following end-user eligibility and related requirements apply with respect to the Services and Devices provided under this Agreement:
- a. An eligible end-user recipient of the Devices and Services ("**Eligible Student**") must be a K-12 student: (i) enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school); and (ii) participating in the National School Lunch Program at the time of such student's receipt of the Device and activation of Service, as evidenced by [a National School Lunch Program Letter or other official authorization documentation] (and T-Mobile may from time to time make commercially reasonable requests to Customer to have Customer confirm/verify to T-Mobile that each Eligible Student identified by Customer does or did in fact meet the eligibility requirements of an Eligible Student);
  - b. Customer may allocate a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household (subject to the right to provide Supplemental Devices, as noted in Section 4 below); and
  - c. (i) Each line of Service under this Agreement comes with a Device and can only be linked to such Device, unless otherwise requested by Customer in writing and agreed to in writing by T-Mobile in accordance with 3(c)(ii) below. Any Customer-provided devices must be compatible with T-Mobile's Service.
- (ii) Pursuant to this Section 3 and in connection with the Line Limit in Section 5 below, Customer has specifically requested and T-Mobile approves that Customer will utilize \_\_\_ Customer-provided devices in lieu of receiving a free hotspot Device from T-Mobile. Customer certifies that such Customer-provided devices are compatible with T-Mobile's Service. T-Mobile agrees, as needed and requested, to provide up to one SIM/eSIM card for each such Customer-provided device.

**4. Offer/Pricing.**

Program Rate Plan	Service Commitment	Monthly Recurring Charge/Line	Features <sup>1</sup>	Device Cost (Hotspot) <sup>3</sup>	Device Cost (Tablet or other Wi-Fi enabled device) <sup>4</sup>
<b>Project 10Million Core Plan</b>	Month-to Month	\$0	Up to 100GB of high- speed data per year per line	\$0	[at T-Mobile Cost]
<b>Project 10Million \$12 100GB per Month Plan<sup>2</sup></b>	Month-to-Month	\$12	Up to 100GB of high- speed data per month per line	\$0	[at T-Mobile Cost]
<b>Project 10Million Month-to-Month Unlimited Plan<sup>2</sup></b>	Month to Month	\$15	Unlimited on device 4G LTE data	\$0	[at T-Mobile Cost]

<sup>1</sup> During congestion, customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days. Monthly data service ends at 100GB on \$12 plan. Roaming not available. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Coverage** not

available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** [www.T-Mobile.com](http://www.T-Mobile.com) for additional information.

<sup>2</sup> Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) apply to the \$12 and \$15 rate plans above.

<sup>3</sup> This free hotspot offer is subject to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion.

<sup>4</sup> For each free Hotspot provided in connection with Project 10Million, Customer is entitled to purchase up to a maximum of five tablets or other Wi-Fi enabled devices ("**Supplemental Devices**") at a price equal to T-Mobile's cost for the Supplemental Devices. Supplemental Devices must only be allocated to the household that was allocated the initial, free hotspot Device. This Supplemental Device offer is subject to inventory availability and specific type of Supplemental Devices offered are at T-Mobile's discretion. Please contact your Account Representative for more details.

\* Prices do not include applicable taxes and surcharges, and do not include any applicable CALNET administrative fee of 2.5%, which will be paid by Customer (provided that prices for Project 10Million Core Plan and associated free hotspot devices do include applicable taxes and surcharges).

5. **Total Line Eligibility and Line Limits.** Customer is eligible for a combined total of 900 lines of Service using the plans in Section 4 above (with an accompanying free hotspot Device for each line of Service) pursuant to this Agreement (the "**Line Limit**"), based on a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household. Line Limits are based on the number of students eligible for the National School Lunch Program ("**Qualifying Headcount**"). Customer certifies and attests to T-Mobile that any information provided by Customer to T-Mobile regarding Qualifying Headcount is true and accurate. Notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right to establish Project 10Million Program participation limits at the Customer or overall Program level in its sole discretion.
6. **Device Warranties.** T-Mobile is not the manufacturer of Devices and does not provide direct product warranties. As a general matter, however, to the extent that Customer receives/purchases any Devices from T-Mobile, T-Mobile passes through any warranty provided by the Device manufacturer, which warranty is typically one (1) year from the date of receipt/purchase.
7. **Seed Stock/Replacement Devices.** In addition to the Line Limit, Customer also may request, subject to T-Mobile's approval, a limited surplus of Devices in connection with an order placed by Customer under this Agreement ("**Seed Stock**"). The Seed Stock amount, if approved, will not exceed a maximum of 1% of the total number of free hotspot Devices ordered pursuant to this Agreement. Seed Stock will be provided to Customer on an as-needed basis and is to be used solely for the replacement of any Devices that are lost, stolen, damaged, or defective.
8. **Additional Requirements.**
  - a. **Ordering; Activation.** All lines of Service (and accompanying free hotspot Devices) within Customer's Line Limit (i.e., the entire Line Limit) must be ordered by Customer in no event later than 30 days after the Agreement Effective Date), and in accordance with the terms of the Master Agreement. Customer's failure to order its total Line Limit within this 30-day period may, in T-Mobile's sole discretion, result in termination of the unordered portion of the Line Limit.
  - b. **Customer Certifications; Student ID Numbers.** Customer, and not T-Mobile, is solely responsible for identifying and verifying Eligible Students. Customer certifies and attests to T-Mobile that: (i) Customer will allocate Devices and Services only to Eligible Students that have been verified with reasonable certainty by Customer as being eligible under the Project 10Million program (i.e., each end-user recipient of a Device/Service meets the eligibility requirements in Section 3 above); and (ii) Customer has not, and will not, allocate more than one line of Service and one associated free hotspot Device per Eligible Student



household (subject to right to purchase and distribute Supplemental Devices). For each line of Service/free hotspot Device, Customer will provide T-Mobile a Student ID # ("**Student ID Number**") associated with such line of Service/Device.

- c. **No Duplication of Devices/Services.** A student may not participate in Project 10Million through both the T-Mobile retail/consumer/Individual-Liable channel and pursuant to this Agreement. Customer will cooperate in a commercially reasonable manner and in good faith with T-Mobile, to help ensure that: (i) Customer will not identify or permit as an Eligible Student any student that is already participating in Project 10Million through T-Mobile's retail/consumer/Individual Liable channel; and (ii) Customer provides T-Mobile with timely Student ID Number information to assist T-Mobile in enforcing the prohibition that no Eligible Student participating in Project 10Million through this Agreement is permitted to participate in Project 10Million via T-Mobile's retail/consumer/Individual Liable channel.
- d. **E-Rate and Related Compliance.** Customer, and not T-Mobile, is responsible for ensuring Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.
- e. **Device and Account Ownership; Customer Device Management Policy.** Customer acknowledges and agrees that Customer, and not any Eligible Student, is the sole owner of the Devices. Customer is and will remain the accountholder for any account(s) associated with the Devices. As such, Customer acknowledges and agrees that neither Eligible Students nor any other third parties are entitled to any information about the account including, but not limited to usage information. In addition, as between Customer and T-Mobile, Customer is solely responsible for maintaining and implementing its own device management policy governing use of the Services and Devices by its Eligible Students (in all cases subject to the terms and conditions of this Agreement) (a "**DMP**"). Customer's DMP may address, among other things, an Eligible Student's obligation, if any, to return a Device to Customer if certain conditions established by Customer are triggered (e.g., an Eligible Student no longer is a student in Customer's school district or school, and therefore must return his or her Device to Customer for reallocation to another Eligible Student to use for the remainder of the Base Service Period associated with the returned Device; or an Eligible Student must return his or her Device in the event Customer terminates this Agreement and the Eligible Student's line of Service also has been terminated as a result). Customer's DMP will, in any event, contain an acknowledgement and agreement from Eligible Students that (i) Eligible Students do not and will not have any contractual or account relationship with T-Mobile pursuant to this Agreement, and (ii) Eligible Students are not third-party beneficiaries of this Agreement and will not have any legal or equitable right, remedy or claim under or with respect to this Agreement.
- f. **Migration to Other Rate Plans/Terms Concurrent.** In the event one or more lines of Service under this Agreement are migrated to an alternative rate plan ("**ARP**") outside of this Agreement/Project 10 Million prior to the end of such line(s)' Base Service Period ("**ARP Migrated Line(s)**"), and subsequently such ARP Migrated Lines are migrated back to a plan(s) under this Agreement, then such line(s) of Service are eligible only for the remaining 60-months left on their original Base Service Period, which shall have continued to run concurrently with the period of time spent on the ARP. For illustration purposes only, if a Project 10Million line of Service migrates to an ARP after 2-years, is on the ARP for 2-years and then migrates back to a Project 10M rate plan, then there will be a remainder of 1-year on the Base Service Period.
- g. **Compliance with Applicable Law.** Customer certifies and attests to T-Mobile that Customer is and will be authorized to accept and/or purchase the Services and Devices in accordance with applicable federal, state, and local laws, rules, and regulations (including, without limitation, all applicable ethics and procurement laws, rules, and regulations).
- h. **Third-Party Content.** T-Mobile is not responsible for any third-party content.
- i. **Privacy.** If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as Exhibit A to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer's failure to: (i) properly notify Eligible Students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student's use of the Services and Devices.

- j. **Resale.** Customer acknowledges and agrees that this is an agreement for use only by Customer and Eligible Students as set forth in this Agreement. Neither Customer nor Eligible Students may resell or lease Services and/or Devices.
- k. **No Third-Party Beneficiaries.** Nothing expressed or referenced to in this Agreement will be construed to give any person or entity (including, without limitation, Eligible Students) other than Customer and T-Mobile (or their permitted successors and assigns) any legal or equitable right, remedy or claim under or with respect to this Agreement.

**9. Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

## T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	<a href="mailto:David.Bezzant@T-Mobile.com">David.Bezzant@T-Mobile.com</a>

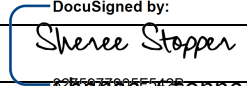
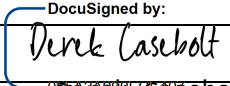
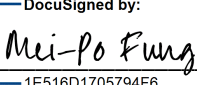
**For Legal Notice – send a copy to:**

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

## Customer:

Customer Name/Contact:	Lemon Grove School District, Sheree Stopper, Chief Business Official
Address:	8025 Lincoln Street, Lemon Grove, CA 91945
Telephone:	(619) 825-5606
Email:	sstopper@lemongrovesd.net

This Agreement is executed by each Party's authorized representative as of the date of the Agreement Effective Date.

<b>Customer: Lemon Grove School District</b>	<b>Contractor: T-Mobile USA, Inc.</b>
DocuSigned by: Signature: 	DocuSigned by: Signature: 
Printed Name: Sheree Stopper	Printed Name: Derek Casebolt
Title: Chief Business Official	Title: Director of Sales
Date: 12/3/2020	Date: 12/3/2020
	Reviewed and Approved by: DocuSigned by:  12/3/2020 1E516D1705794F6... T-Mobile USA, Inc. CSCA Representative

**EXHIBIT A**

**COPPA Notice Addendum**

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

**Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices**

We need your consent to collect personal information from your child(ren) in connection with the Project 10Million service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

T-Mobile intends to collect the following personal information from your child(ren):

- Data Usage: T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against the 100 GB per year of free broadband internet access. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- Unique identifiers: T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the Project 10Million service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit our Project 10Million Privacy Notice in "Our Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.