

MASTER PLAN PROFESSIONAL SERVICES AGREEMENT

El Dorado Union
High School District

PROFESSIONAL SERVICES AGREEMENT

MASTER PLAN

**El Dorado Union High
School District
4675 Missouri Flat Road
Placerville, CA 95667
TEL: 530.622.5081**

and

**SchoolWorks, Inc.
8700 Auburn Folsom Rd., #200
Granite Bay, CA 95746
TEL: 916.733.0402**

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into this 14th day of October, 2022 by and between **EL DORADO UNION HIGH SCHOOL DISTRICT**, (referred to as "District") and **SCHOOLWORKS, INC.**(referred to as "Consultant"); the District and the Consultant are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the Consultant intends to prepare a Comprehensive Master Plan for the District; and

WHEREAS, the District requires the services of a professional consultant to prepare the Comprehensive Master Plan and other necessary documentation and to assist the District with related planning and compliance requirements; and

WHEREAS, The Consultant represents they are competent to perform the duties and responsibilities required by this Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Consultant agree as follows:

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The Consultant will furnish labor and perform work necessary to complete, in a skilful manner, such services as more fully described in the Services ("Scope of Work"), in return for the District's payment of the agreed-upon compensation as set forth in this Agreement.

The Master Plan reviews and identifies a wide range of facility needs and improvements. These include modernization, new construction, renovations, repairs and upgrades. The existing needs identified will be gathered by visiting the school site(s), assessing the conditions and working with school site staff and District administration to formulate a long-range plan.

The Master Plan identifies a list of improvements and their associated estimated costs. Proposed construction cost estimates and support budget costs are based upon the 2022 costs for constructing public works in the region. The "total project cost" is the sum of the individual improvements.

To offset project costs, the District may be eligible for funds through the State of California's School Building Program. A detailed funding analysis will be completed identifying future local and State funding resources.

1.SERVICES.

1.1 SCOPE OF WORK.

- 1a) Facilities Needs Assessment*
- 1b) Develop Projects List*
- 1c) Project Cost Estimates*
- 1d) Facilities Inventory*
- 1e) Funding Profile*
- 1f) Demographics and Enrollment Projections*
- 1g) Standard Stakeholder Input*
- 1h) Recommendations and Implementation Planning*
- 1i) Site Diagrams and Drawings*

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2. COMPENSATION.

2.1 CONSULTANT'S COMPENSATION.

The District will compensate the Consultant, in accordance with the terms and conditions of the Agreement. The fee for the Consultant's Basic Services will not exceed **\$61,790**. Consultant's compensation shall include all direct labor rates, equipment, materials, insurance costs, and indirect expenses and shall not be changed for the term of the Agreement. Consultant shall bill upon completion and delivery of initial first draft document. Consultant shall be liable and solely responsible for paying all required taxes on the compensation. Consultant will not charge any overtime to the District unless the District makes a special request for overtime work and expressly agrees to pay additional money for overtime labor.

2.2 ADDITIONAL SERVICES.

Consultant shall not perform any services that exceed Consultant's not to exceed fee, or additional services that are not included Section 1.1, without the express written consent of the District. Any permitted additional services will be billed at the same rate and under the same conditions as Basic Services.

3. DISTRICT PAYMENTS TO CONSULTANT.

Twenty-five percent (25%) of the not-to-exceed cost or **\$15,448** will be invoiced after the completion of the school site assessments. The remaining Seventy-five percent (75%) or **\$46,342** will be invoiced upon delivery and approval of the final draft. Within thirty (30) days of receipt of Consultant's billing invoice, District will make payment to Consultant of undisputed amounts of the Consultant's Fee due for Services.

4. OWNERSHIP OF DATA.

Consultant and District agree that the District has full ownership of all documents and plans whatsoever prepared by, or caused to be prepared by, Consultant or its consultants pursuant to this Agreement. Following expiration or termination of this Agreement Consultant must promptly deliver to the District, upon written request, and at no cost to the District, all documents it or its sub-consultants prepared or caused to be prepared pursuant to this Agreement.

5. OBLIGATIONS OF THE DISTRICT.

District agrees that it's employees will cooperate with the consultant and be available for scheduled consultations and meetings at reasonable times. District shall provide data which is required or requested by the consultant. All data and records, including student information will remain confidential.

6. TERM.

This Agreement shall terminate 60 days after full performance of the Consultant's material obligations under this Agreement as determined by the District, or if earlier terminated by either party. The term of this Agreement will not exceed 12 months.

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7. CONFIDENTIALITY.

Student records obtained by SCHOOLWORKS, Inc. and/or its third parties from the DISTRICT continue to be the property and under the control of the DISTRICT. The procedures by which students may retain possession and control of their own student generated content will be determined and controlled by the DISTRICT, not by SCHOOLWORKS, Inc. The options by which a Student may transfer student-generated content to a personal account will be determined by the DISTRICT, not by SCHOOLWORKS, Inc. Representatives of the DISTRICT, not SCHOOLWORKS, Inc. or its third parties, will work directly with parents, legal guardians, or eligible students to review personally identifiable information in the student's records and correct erroneous information. SCHOOLWORKS, Inc. staff members or its third parties shall act to ensure the security and confidentiality of student records, including, but not limited to, designating and training experienced staff members to ensure the security and confidentiality of student records, by use of the following measures: SCHOOLWORKS, Inc. staff members will periodically review and test the security and confidentiality of records stored in its computer systems and its related data drives, and make adjustments to security protocols as required. In the event of an unauthorized disclosure of a student's records, staff of SCHOOLWORKS, Inc. and its third parties will assist the DISTRICT by providing any information provided in the unauthorized disclosure to the DISTRICT so that the DISTRICT can report the disclosure to the affected parent or student, and resolve the issue in a satisfactory manner. The DISTRICT, not SCHOOLWORKS, Inc., will work with students who choose to retain possession of their student generated content or to transfer such content to a student's personal account. SCHOOLWORKS, Inc. agrees to comply with all standards regarding the privacy of the student data provided by the DISTRICT, relating to "COPPA," "FERPA," and SOPIPA. In accordance with COPPA, FERPA and SOPIPA. SCHOOLWORKS will not use its site or services for other than its school district client's K-12 school purposes, and will use security protocols to secure DISTRICT data that is used in conducting certain studies and reports for or on behalf of the DISTRICT. SCHOOLWORKS, Inc. will not use any personally identifiable information in student records to engage in targeted advertising. SCHOOLWORKS, Inc. will not sell a student's information. SCHOOLWORKS, Inc. will not use any personally identifiable information in student records to create a "student profile" for any purpose other than those required or specifically permitted by the Technology Services Agreement. SCHOOLWORKS and/or its third parties shall not disclose any personally identifiable information in student records, unless for legal, regulatory, judicial, safety, or operational improvement reasons, and must disclose student information: when required by law, for legitimate research purposes; or for school purposes to educational agencies authorized by the DISTRICT.

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8. TERMINATION.

Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation set forth in this Agreement, as long as that default is not caused by the Party initiating the termination. Termination is deemed effective the seventh (7th) day following the date of the written termination notice, unless during this seven (7) day period, the Party receiving the written termination notice commences to cure its default(s) and diligently completes that cure within a reasonable time. The District may also terminate this Agreement upon written notice to the Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for the Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District terminates this Agreement, it will pay Consultant all earned and undisputed fees for services provided before the date of termination. The District may reduce this payment by the amount of its losses, damages, or other costs caused by Consultant.

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth herein.

District
El Dorado Union High School District

By: 

Date: 11/21/22

Consultant
SchoolWorks, Inc.

By: Brett H. Merrick

Date: 10/14/2022



MASTER PLAN PROPOSAL

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High School District

Thank You

8700 Auburn Folsom Road, #200 Granite Bay ,CA 95746

Email : brett@schoolworksgis.com

Phone : (916) 300-0590