AMENDMENT #2



### to BEFORE/AFTER SCHOOL PROGRAM SERVICES CONTRACT between NEWHALL SCHOOL DISTRICT and SANDSAR INC. DBA BLUE SKY KIDS

## THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE GOVERNING BOARD AND EXECUTED BY THE SUPERINTENDENT OR AUTHORIZED DESIGNEE

This Before/After School Program Services Contract ("Contract") is made by and between Newhall School District ("District") and SandSar Inc. DBA Blue Sky Kids ("Provider"). The parties agree as follows:

## **PROVIDER DATA**

Provider Name:
Address:
City, State, ZIP:
Telephone:
Email:

SandSar Inc. DBA Blue Sky Kids 27303 Luther Drive Canyon Country, CA 91351 (661) 251-3182 sandsar@sbcglobal.net

**Provider must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Provider. Provider certifies under penalty of perjury that Provider is a

Sole Proprietor

Corporation

Limited Liability Company
 Other [describe: ]

## **TERMS AND CONDITIONS**

- 1. Term and Termination. This Contract becomes effective on July 1, 2020. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2021.
- 2. Detailed Description of Services. Provider will operate a child care for children before school, after school, during non-school days and summer programs at the premises described as follows:

Peachland Elementary School 24800 Peachland Avenue Newhall, CA 91321

Provider is hereby granted exclusive access to two (2) classrooms, outdoor/playground area, access to restrooms and parking spaces for staff and company vehicles (see "Exhibit A"). Provider will have access to Property between 6:00 a.m. and 6:30 p.m. Monday – Friday. Provider may request use of Property at other times outside of the its normal business hours by submitting a Facility-Use Agreement (FUA) to the District at least fifteen (15) days in advanced of proposed use. A Facility-Use Agreement is also required for use of areas not identified/covered by this agreement. The District may approve or disapprove such request.

- 3. Enrollment Program Priority. Provider shall accept registration and grant admission in the following order of priority:
  - a. Children attending Peachland Elementary School
  - b. Children residing in the Newhall School District area of attendance
  - c. Children residing in the Santa Clarita Valley

- 4. License Fee and Custodial Service. Provider shall be responsible for \$1,100.00 per month payable monthly in arrears for the above-mentioned site use, including utilities. Provider will provide telephone and Wi-Fi service at their sole cost for the program. In addition, provider will pay the District \$440.00 per month payable monthly in arrears for custodial services.
- 5. Cost Adjustments. Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Provider must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
- 6. Subcontracts and Assignment. Provider shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Provider shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Provider. The parties agree that any such subcontracts shall be construed as matters solely between the Provider and its subcontractor and shall have no binding effect on District.
- 7. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 8. No Third Party Beneficiaries. District and Provider are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 9. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - a. <u>Mutual</u>: District and Provider may terminate this Contract at any time by their written agreement.
  - b. <u>District's Sole Discretion</u>: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Provider.
  - c. <u>Breach</u>: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. <u>Provider Licensing, etc.</u>: Notwithstanding Section 14.c, District may terminate this Contract immediately by written notice to Provider upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Provider must hold to provide services under this Contract.
- **10.** Access to Records; Provider Financial Records. Provider shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Provider's performance. Following final payment and termination of this Contract, Provider shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

## 11. Work Performed on District Property. Provider shall comply with the following:

- a. <u>Identification</u>: Provider shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Provider. Provider and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Provider cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Provider, costs to be borne by Provider.
- b. <u>Sign-in Required</u>: As required by schools and other District locations, each day Provider's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Provider's employees must display this tag on their person at all times while on District property.
- c. <u>No Smoking</u>: All District properties are tobacco-free zones; Provider is prohibited from using any tobacco product on District property.

- d. No Drugs: All District properties are drug-free zones.
- e. <u>No Weapons or Firearms</u>: Except as provided by statute and District policy, all District properties are weaponsand firearms-free zones; Provider is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.
- **12. Safety.** Provider shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Provider shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.
- **13. Unsupervised Contact with Students.** "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by District policy, Provider shall ensure that Provider, any subcontractors of all tiers, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Provider will work with District to ensure compliance with this requirement. If Provider is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Provider shall notify District before beginning any work that could result is such contact. Provider authorizes District to obtain information about Provider and its history and to conduct a criminal background check, including fingerprinting, of any Provider officers, employees, or agents who may have unsupervised contact with students. Provider shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Provider shall pay all fees for processing the background check. District may deduct the cost of such fees from a progress or final payment to Provider under this Contract, unless Provider elects to pay such fees directly.
- 14. Compliance with Applicable Law. For the services provided under this Contract, Provider shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

### 15. Indemnification.

Provider shall defend, indemnify, and hold harmless ("Indemnification") the District, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Provider, its officers, employees, agents, or subcontractors (of all tiers) related to Provider's performance under this Contract. Provider's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Provider's Indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its officers, employees, volunteers, or agents. District will promptly notify Provider in writing of any such claim or demand to indemnify and shall cooperate with Provider in a reasonable manner to defend such claim.

- **16. Insurance.** The Provider shall, at its sole cost and expense, procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, Provider's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:
  - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection and shall not exclude coverage for abuse and molestation. The District, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitations on the coverage afforded to the District, its Board of Trustees, and their officials.
  - b. If Provider is providing services that require Provider to transport District personnel, students, or property, commercial automobile liability insurance covering "Any Auto" in an amount not less than \$1,000,000 combined single limit. The District, its Board of Trustees, and their officials, employees, volunteers, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the District, its Board of Trustees, volunteers, and agents.
  - c. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.

- **d.** Professional Liability / Errors & Omissions (E&O) liability. If Provider is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Provider shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within three years after this Contract is completed or otherwise terminated according to its terms.
- e. <u>Acceptability of Insurers</u>. The insurance required herein must be placed with carriers as follows:
  - (i) Non-admitted in California and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance at http://www.sla-cal.org/carrier\_info/lesli/) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or
  - (ii) Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or
    (iii) Each Marker's Company of the subscription of the subscriptine of the subscriptine of the subscription of the subscription
  - (iii) For Worker's Compensation only, admitted (licensed) in the State of California.
- f. Verification of Coverage. The Provider shall furnish to the District the documentation set forth in paragraph g. below prior to the effective date of the Contract and, at least 30 days prior to expiration of the insurance required herein, furnish to the District renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all insurance required herein at any time. The Provider shall notify the District in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.
- **g.** <u>Documentation Required</u>. The certificates and endorsements shall be received and approved by the District before Work commences. As an alternative, the Provider may submit certified copies of any policy that includes the required endorsement language set forth herein.
- h. <u>General liability insurance endorsement</u>. The following are required:
  - (i) ADDITIONAL INSURED endorsement naming the District, its Board of Trustees, and their officials, employees, volunteers, and agents as additional insureds.
  - (ii) CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - (iii) CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the District, its Board of Trustees, or their officials, employees, volunteers, or agents as respects operations of the Named Insured. Any insurance maintained by the District, its Board of trustees, or their officials, employees, volunteers, or agents shall be in excess of Provider's insurance and shall not contribute to it.
  - (iv) SEVERABILITY OF INTEREST endorsement which provides that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (v) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the District, its Board of Trustees, or their officials, employees, volunteers, or agents.
- i. <u>Automobile liability insurance endorsement.</u> The following are required:
  - (i) ADDITIONAL INSURED endorsement naming the District, its Board of trustees, and their officials, employees, volunteers, and agents as additional insureds with respect to any auto owned, leased, hired, borrowed, or used by the Named Insured, in connection with this Contract.
  - (ii) CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - (iii) CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the District, its Trustees, or their officials, employees, volunteers, or agents as respects operations of the Named Insured. Any insurance maintained by the District, its Trustees, or their officials, employees, volunteers, or agents shall be in excess of the Provider's insurance and shall not contribute to it.
  - (iv) SEVERABILITY OF INTEREST endorsement, which provides that the Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (v) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting

provisions of the policy shall not affect coverage to the District, its Trustees, or their officials, employees, volunteers, or agents.

- j. <u>Workers' compensation and employer's liability insurance endorsements.</u> The following are required:
  - (i) CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - (ii) WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the District, its Trustees, and their officials, employees, volunteers, and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the District.
- k. <u>Self-insured programs and self-insured retentions</u>. <u>Approval</u>. Any self-insurance program, or self-insured retention must be approved separately in writing by the District and shall protect the District, its Board of Trustees, and their officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions.
- I. <u>Legal Defense</u>. The Provider is expressly obligated to provide for the legal defense and investigation of any claim against the District as an additional insured and for all costs and expense incidental to such defense or investigation.
- **m.** <u>Subcontractors</u>. The Provider shall require that all subcontractors meet the requirements of this Section and Section 26 unless otherwise agreed in writing by the District.
- n. <u>No Limitation on Liability</u>. Such insurance as required herein shall not be deemed to limit Provider's liability relating to performance under this Contract. District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract. Provider understands and agrees that, notwithstanding any insurance, Provider's obligation to defend, indemnify, and hold District, its trustees, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of Provider, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by Provider, or the Provider's use, misuse, or neglect of the District's premises.
- o. <u>Provider's Failure to Provide</u>. If Provider fails to procure any coverage required by be maintained by Provider hereunder, or renewal thereof, or to provide written evidence the procurement or renewal thereof on a timely basis, District may (but is not required to), after having given five (5) working days written notice to Provider, procure such coverage and charge its cost to Provider as a reduction in the contract amount payable to Provider on the next payment date. Provider shall not do or permit to be done anything that shall invalidate insurance policies to the maintained by Provider thereunder.
- **p.** <u>Waivers and Modifications</u>. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District.
- **q.** <u>Changes in Insurance Requirements</u>. Not more frequently than annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Provider shall amend the insurance coverage as required by District.
- **17. Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- **18. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
- **19. Conflict of Interest**. Provider shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Provider may be involved with on behalf of the District, or (2) any activity that Provider may be involved with on behalf of the District, or (2) any activity that Provider may be involved with on behalf of any other firm or agency. In addition, Provider shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Provider shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this

Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- **20. Equal Opportunity Employment.** Provider represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Provider shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Provider must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Contract and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Contract.
- **21. Fingerprinting Requirements**. Provider hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Provider shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Provider must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Provider's employees, or those of any other consultants, coming into contact with the District's pupils. Provider further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.
- **22. Confidentiality.** Provider hereby acknowledges that certain records and information maintained by the District, or by Provider on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Provider by District in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Provider. Provider agrees that information acquired by Provider during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.
- **23. Controlling Law; Venue.** The parties agree that California law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Los Angeles County, California.
- 24. Submitting False Claims; Monetary Penalties. Pursuant to Government Code §12650 et. seq., any person, including a Provider, subcontractor a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:
  - a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
  - b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
  - c. conspires to defraud the District by getting a false claim allowed or paid by the District;
  - has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
  - e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
  - f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
  - g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
  - h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.
- 25. Responsibility for Equipment. The District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Provider, or by any of its employees, even though such equipment may be furnished, rented or loaned to Provider by the District.

- **26.** Custodial and Real Estate. Each after school program is required to submit a Facilities Use Permit application to utilize other facilities not covered by this agreement. For school year programs no fees apply.
- **27.** Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.
- **28. Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- **29. Notices.** All notices or demands of any kind required or desired to be given by District or Provider must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

### I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

### PROVIDER

## DISTRICT

Signature

Sandra Denkovski, President Provider Printed Name and Title Signature

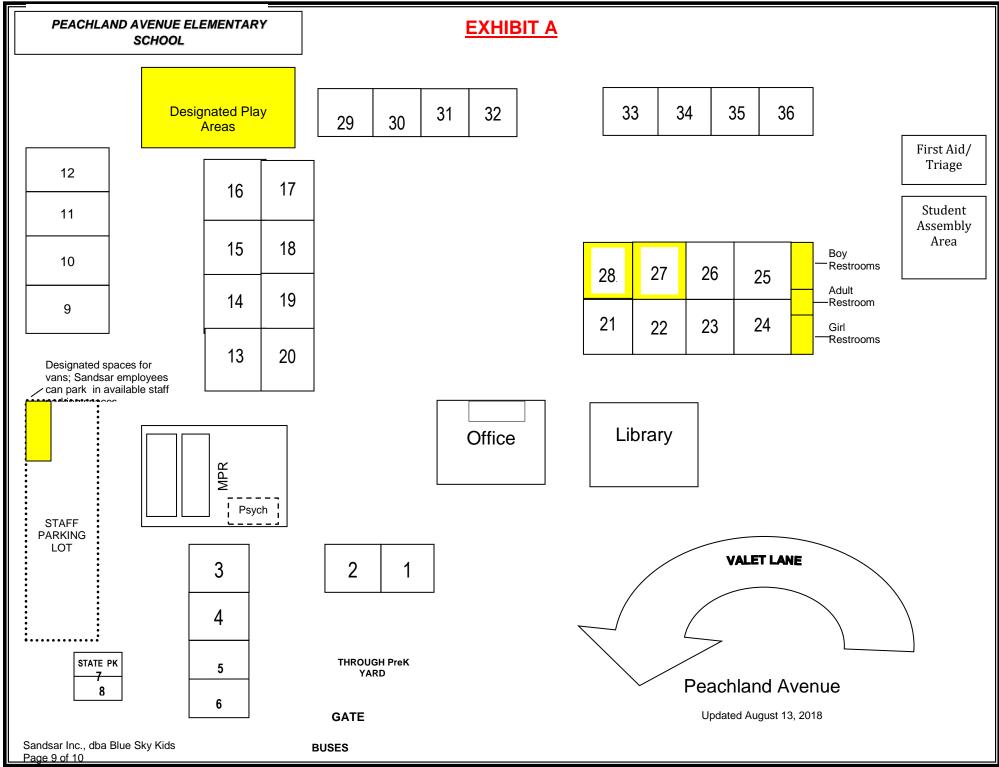
Sheri Staszewski, Assistant Sup't. Business Services

Date

Date

## MAIL CORRESPONDENCE TO

Sheri Staszewski Newhall School District 25375 Orchard Village Road, Suite 200 Valencia, CA 91350-4001



ASCIP Contract Template (February 2019)

# EXHIBIT B

## **MISCELLANEOUS ITEMS**

### 1. Holidays and Weekends

During holidays and extended weekends, Provider must ensure the campus is secured before departing daily. When school is not in session, Provider will not utilize the site's Visitor Management System to check in, but must maintain a sign in sheet for all visitors.

### 2. Summer and Spring Break Occupancy

District conducts deep-cleaning of classrooms during spring and summer breaks and will require access to the classrooms during these phases. District will arrange with Provider for an alternative location on the campus during these periods.

### 3. Campus Access

Campus safety is the District's highest priority. Provider agrees to ensure the campus remains secured at all times upon entry and exit. All employees must sign in at the main office of the campus and must utilize the Visitor Management System during school hours.

### 4. Pick-up and Drop-off

Provider will pick-up and drop-off students in the designated site valet area. Provider's vehicles will be parked in the designated area highlighted in Exhibit A

#### 5. Work Orders

Provider will submit work order requests to site's main office. District will be responsible for all aspects of maintenance. Emergency contact numbers will be provided to Provider for urgent matters occurring after regular school hours.

### 6. Custodial

Provider will be responsible for classroom clean-up and disposal of trash when a custodian is not available due to a designated District holiday (i.e. Lincoln's Day, Floating District Holiday, etc.).

### 7. Furniture

Provider will be responsible for providing all furnishings in the classrooms.

### 8. Program Support from District

District will make every effort to assist Provider in promoting the program to parents.