

Agreement # A45862
Amendment #1

FIRST AMENDMENT TO UNIVERSITY REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT is made to University of California, Davis campus agreement # A45862 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University) on behalf of its Area 3 Writing Project and DAVIS JOINT UNIFIED SCHOOL DISTRICT.


The parties to the above-referenced agreement agree as follows:

1. Term. Clause 3 of the agreement shall be amended to extend the end date of the agreement to August 31, 2022.
2. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by:  _____
A6CD45B716A04CF...
Name: Matt Best
Title: Deputy Superintendent
8/19/2020
date: _____

by: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis
date: _____

UC Davis Agreement # A45862

SUBSTITUTE REIMBURSEMENT AGREEMENT
(Davis Joint Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis campus' University Writing Program and its Area 3 Writing Project (the Facility) and DAVIS JOINT UNIFIED SCHOOL DISTRICT (Sponsor).

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. The Facility shall reimburse the Sponsor for substitute costs incurred while Sponsor faculty attend **Area 3 Writing Project Workshops** as more fully described in "Exhibit A", attached hereto and incorporated herein. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature below continuing through 8/30/2020
4. Reimbursement. Reimbursement for Sponsors substitution shall be based upon Sponsor's school districts most recent approved substitution of 160.00 per day. The total cost of services shall not exceed \$ 7500.00. Sponsor will provide Facility 30 days' written notice of any proposed rate change. Either party shall have an option to amend or terminate the agreement.
5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages

are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

- 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
6. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University. However, each party may, without seeking such written approval, make true and accurate statements of its connection with the other party regarding this agreement and the terms hereof. Permission for use may be withdrawn at interests of its institution.
7. CANRA. Sponsor represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act ("CANRA"). Failure to comply with CANRA will constitute a material breach of the agreement and be grounds for termination
8. Termination. University & Sponsor may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
9. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 9.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

<p>UNIVERSITY Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616</p>	<p>SPONSOR Davis Joint Unified School District 526 B ST Davis, CA 95616 nclemente@djusd.net</p>
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 - 9.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

<p>Karen Smith, Director Area 3 Writing Project University of California One Shields Avenue Davis, CA 95616</p>	<p>Telephone: 530-752-8392 E-mail: krnsmith@ucdavis.edu</p>
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10. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

11. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
12. Governing Law. This agreement shall be construed pursuant to California law.
13. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
14. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
15. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SPONSOR

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 

(authorized signature)

By: 

Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis Contracting Services

Print name: Bruce E. Colby

Title: Chief Business officer

Date: 3-8-19

Date: May 2, 2019

**EXHIBIT A
Scope of Work
Substitute Payment Agreement**

SPONSOR: Davis Joint Unified School District

SPONSOR'S CONTACT

Name: Nancy Clemente
Davis Joint Unified School District
Address: 526 B Street
Davis, CA 95616
Phone: 530-757-5305
Email: nclemente@djusd.net

FACILITY'S CONTACT

Contact Name: Karen Smith, Director
Address: Area 3 Writing Project
Voorhies Hall
One Shields Ave
Davis, CA 95616-5270
Phone: 530-752-8392
Email: krnsmith@ucdavis.edu
Cc: nmcollins@ucdavis.edu

Agreement Amount: This Open PO is not to exceed 30 days of release time, estimated at \$160 per day for an estimated total of 7500.00

Agreement Start Date: 2/11/2019

Agreement End Date: 08/30/2020

(Work cannot start and no payments will be made until an agreement has been completed/signed)

Payment Schedule *(detail the number of payments, dates, deliverables and amount of each invoice):*
The School District will send invoice with details upon release of teacher.

Roles and Responsibilities of each party:

The School District will provide what service? Describe the nature of the service, any required deliverables, workshop titles and/or any required reports:

Provide substitutes for master teachers who will be released from their classrooms to attend a workshop or conference and/or conduct presentations for the Area 3 Writing Program.

The University will provide:

Payment for Substitute Costs to the District within 30 days upon receipt of invoice from the District.

The services will be provided at the following date(s), time(s) and location(s):

Specific dates and times to be determined between the Subject Matter Project Director/PI and the teacher who is being released for the consultation and/or presentation. Specific dates are dependent upon when work will take place as needed by the Facility and all details will be captured in the APO created for each request.

Will the district/teacher use University Equipment? ☒ NO ☐ YES *(if yes, describe):*

Are there project milestones? ☒ NO ☐ YES *(if yes, describe):*

Is it anticipated that additional work will result from the outcome of this project?

☒ NO ☐ YES (If yes, describe):

Who will own the work product resulting from the services provided? (The general rule is that the University owns the work, including any resulting copyright)

☐ University ☐ Contractor ☒ N/A