

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of April 22, 2021 (the “Effective Date”) by and between the Davis Joint Unified School District, a public school district of the State of California (the “District”), and Facility Adviser (“Provider”). The District and the Provider are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider’s special expertise and experience, and Provider desires to be engaged by the District; and

**WHEREAS**, the District and Provider desire to reduce to writing the terms and conditions of the District’s engagement of Provider; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE 1.  
SERVICES TO BE PERFORMED BY PROVIDER**

**Section 1.1 Performance Of Services.**

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the “Services”) and shall provide other services as may be requested by the District from time to time.

**Section 1.2 Method Of Performance And General Supervision.**

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider’s work to ensure its conformity with the terms of this Agreement.

**Section 1.3 Employment Of Assistants.**

Provider may, at Provider’s own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider’s assistants or Providers in the performance of those services.

**Section 1.4 Provider’s Certifications, Representations and Warranties**

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider’s engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers’ compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

**ARTICLE 2.  
TERM AND TERMINATION**

**Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through April 8, 2022 (the “Term”), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

**Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

(f) The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

**ARTICLE 3.  
COMPENSATION**

**Section 3.1 Terms Of Payment.**

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Nine Thousand Seven Hundred Sixty Nine and Sixty Eight Cents (\$9,769.68) as specified in Appendix A. Provider shall submit to the District a statement of Services rendered with each invoice. The District agrees to pay the amount due to Provider for the Services within 30 calendar days from receipt of the invoice.

**Section 3.2 No Payroll or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

**Section 3.3 [Reserved]**

**Section 3.4 Accounting Records of The Provider.**

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

**ARTICLE 4.  
OTHER OBLIGATIONS OF PROVIDER**

**Section 4.1 Nonexclusive Services.**

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

**Section 4.2 Workers Compensation and Unemployment Insurance And Licenses.**

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

**Section 4.3 Materials and Equipment.**

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

#### **Section 4.4 Licenses, Permits, Fees and Assessments.**

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Provider's performance of the Services required by this Agreement.

#### **Section 4.5 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

#### **Section 4.6 Confidentiality.**

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

- (a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;
- (b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;
- (c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and
- (d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District

established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

**Section 4.7 [Reserved]**

**Section 4.8 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

**Section 4.9 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

**Section 4.10 Return of District Property.**

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

**ARTICLE 5.  
PROVIDER’S WORK PRODUCT**

**Section 5.1 Ownership of Provider’s Work Product.**

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute “works made for hire.”

(c) The provisions of this Section shall not apply to any of Provider’s rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider’s own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District’s business or to District’s actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

**Section 5.2 Use of Copyrighted Materials.**

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of “fair use,” as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys’ fees to which District is exposed on account of Provider’s failure to perform this duty.

**ARTICLE 6.  
GENERAL PROVISIONS**

**Section 6.1 Disputes Resolution.**

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced

until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

### **Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

### **Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

### **Section 6.4 Status of Provider.**

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

### **Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

### **Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

**To the District:**

Attn: Amari Watkins  
Associate Superintendent of  
Business Services

Davis Joint Unified School District  
526 B Street  
Davis, CA 95616-3811

**To the Provider:**

Attn: Patty Fuller

Progress Adviser, Facility Adv  
4100 Jurupa Street, Suite 102  
Ontario, CA 91761

Each Party may designate in writing such other place or places that notices and demands may be given.

**Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Section 6.8 Order of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

**Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

**Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

**Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**Section 6.12 Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 6.13 Effect of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

**Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, pandemics, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

By:  \_\_\_\_\_

Amari Watkins  
Associate Superintendent of Business Services

**PROVIDER:**

**PROGRESS ADVISER, FACILITY ADV**

By:  \_\_\_\_\_

Patty Fuller  
Head Sales

**APPENDIX A**  
**SCOPE OF SERVICES**

See attached Scope of Work.

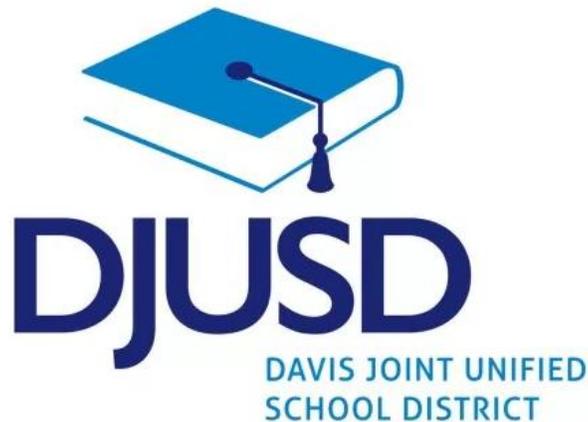
# FACILITY ADVISER

## PROPOSAL DOCUMENT

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Created for Denise Brogan

Director of Maintenance & Operations



### Facility Adviser Mission Statement

To support facility leaders with generating and managing meaningful data that drives continuous improvement to support education environments.

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## Why Facility Adviser?

Facility Adviser offers software and services aimed at helping district and school leaders accurately assess the complete picture while reducing the workload needed to gather and report on an ever-growing pool of data. The software is the platform for performing various inspections which may include FIT/Williams, custodial, safety, playgrounds, etc. After the inspections are complete, reports can be generated for users to review the results of a single inspection or view trends by school and/or district over time. Finally, the data can be used in real-time to support the work order and facility maintenance process.

## Software Solutions

Facility Adviser offers a steadily growing catalog of software tools designed by school leaders, for school leaders, targeting a range of services within the district and school structure. These components can be brought online individually as desired, all housed within a unified web-app, allowing administrators and supervisors to support their Professional Development, Curriculum and Instruction, Student Services, Facilities Management, and Stakeholder Engagement efforts from a single platform.

 An  OnPoint product.	Professional Development	Facilities	Stakeholders	
<b>FIT Solution</b>				<b>FIT Solution:</b> Provides a simple and easy way to quickly collect, manage, and report FIT data. Generate the FIT Report, see, and filter your deficiencies in real-time and in one place. Exports to state Excel template for SARC. Produce a multi-year view of all district FIT scores on one report.
<b>* NEW Facility Inspections</b>				The <b>Facility Inspection</b> component allows Maintenance and Operations departments to create custom inspections for their facilities like Facility Condition, Playground Inspections and Campus Security Walks, then Report over time by Site or for the entire District.
<b>Facility Staff Walk-Thrus</b>				The <b>Facility Staff Walk-Thrus</b> component provides informal inspections on custodians and other facility staff, based on completely customizable goals, sub-goals and criteria.
<b>LCAP Progress Monitoring</b>				Track facility and maintenance related actions attached to your district's Local Control Accountability with the <b>LCAP Progress Monitoring</b> component.
<b>Facility Stakeholder Surveys</b>				The <b>Facility Stakeholder Surveys</b> component can be used with your Facilities goals to engage staff and stakeholders alike.

**Given the objectives and needs outlined by Davis Joint Unified School District, we propose the integration of the following software solutions:**

Software Solution Details	
FA FIT Manager	<p>The Facility Adviser FIT component allows facility, and maintenance and operations departments to easily observe and document the conditions of their facility within the guidelines set forth in the Facility Inspection Tool, in compliance with the Williams Act.</p> <ul style="list-style-type: none"> <li>• FIT- Williams Act compliant inspection form</li> <li>• FIT Good Repair Standards in place for comments</li> <li>• <b>NEW</b> Comments drive criteria selection, feature</li> <li>• Default selections to the next room on the list</li> <li>• Recently inspected status indicators</li> <li>• FIT Reporting: California Pdf &amp; Excel versions</li> <li>• Deficiency View for easy tracking and tasking based on deficiencies uncovered by the FIT inspection process.</li> <li>• Multi Year Comparison Report, view all FIT scores for up to four years on a single report</li> </ul>
FA Stakeholder Surveys	<p>The Facility Adviser Survey Feature allows you to collect feedback from your staff, teachers, students, parents, and community members.</p> <ul style="list-style-type: none"> <li>• Includes four Facility pre-loaded surveys</li> <li>• Allows for custom surveys</li> <li>• Report data throughout the year, documenting your progress</li> </ul>

The following software solutions will be included:

Facilities Software Solution	Price	Quantity	Total Price
PA FIT Manager	\$0.50	8,546	\$4,273
Yolo County Discount	20%	8,546	(\$854)
PA Facility Stakeholder Surveys (Included N/C)	\$0.00	12,061	\$0.00
<b>Subtotal (Annual)</b>			<b>\$3,419</b>

## Training and Onboarding

The following onboarding and training services will be included:

Training and Onboarding Details	
<b>FIT Walk-Thru Building &amp; Classroom Build-out</b>	<p>A Facility Adviser Support Specialist will work with the Davis Joint Unified School District representative to establish the specific information needed for the FIT Solution to be brought online.</p> <ul style="list-style-type: none"> <li>• Custom staff types will be added along with all contact information, departments, and personnel.</li> <li>• The specialist will create each school site, all related buildings, and rooms as applicable based on the most current FIT information provided by the Davis Joint School District representative.</li> </ul>
<b>Facility Stakeholder Survey Build Out</b>	<p>A Facility Adviser Support specialist will place all four Stakeholder Surveys at each site and at the district office location in the system. (N/C)</p>
<b>On-Site FIT Training (1/2 day)</b>	<p>A Facility Adviser representative will travel to the meeting place of your choice and host a half-day, three hour, training session.</p> <ul style="list-style-type: none"> <li>• Customized training experience, covering the FIT Management solution.</li> <li>• FIT data collection.</li> <li>• Deficiency view and report generation.</li> </ul>

The following onboarding and training services will be included:

Service	Price	Quantity	Total Price
FIT Walk-thru Building & Classroom Placement	\$199	15	\$2,985
On-Site Training	\$995	1	\$995
<b>Subtotal (One-Time)</b>			<b>\$3,980</b>

## Services and Support

The following services and support will be included:

Support Details	
Basic Support	Basic Support includes email and phone requests along with access to user guides and tutorial videos. The support representative assigned to your district/school will reply as soon as possible during normal business hours, for system issues and customer-specific requests. System issues will be escalated to technical support for resolution. Customer requests will be resolved as soon as possible in the order submitted by customers. A typical resolution is within 48 hours.
Premium Support	Top-level support offered to a District Administrative Liaison. Progress Adviser's Premium Support package is a white-glove service offered to a primary contact designated by the district. Our support team will be available by phone and by email to assist this individual with any feature or component available to the district or it's schools. This includes but is not limited to: Post Build Out assistance with any goal, criteria, or user account adjustments. User error, data management, as well as assistance creating and generating reports as requested. Priority is given to all Premium Support requests and are typically resolved within one business day, depending on the extent of the request.

The following support will be included with this plan:

Support	Price	Quantity	Total
Basic Support	Included	1	\$0
Premium Support	\$1,500	1	\$1,500
<b>Support Subtotal</b>			<b>\$1,500</b>

# Implementation Plan

2021 FIT Management	
Timeline	Objective
April 7, 2021	PO received by Facility Adviser, Build-Out begins. District and all schools will be placed into the system. FA will request Facility maps and/or FIT reports in order to import all district buildings and rooms. FA will provide a staff import spreadsheet.
April 16, 2021	Import of all relevant staff, school, and facility walk-thru content for all schools completed by Facility Adviser team.
April/May 2021 Date TBD	<p>FIT Training: A Facility Adviser trainer will travel to the site of your choice. This onsite training is designed to prepare the Davis Joint School District team to use the Facility Adviser FIT data collection software, and data management (1 full day).</p> <ul style="list-style-type: none"> <li>• Review the overall functionality and ensure all team members are on the same page.</li> <li>• Practice submitting FIT inspections</li> <li>• Practice reporting</li> <li>• Review of report generation and data management.</li> </ul>
September 2021	Review of the implementation. FIT review.

## Additional Products

Additional Products	
iPad Mini	Apple iPad Mini 5 – A12 Chip – 64 GB – Latest Model, 7.9” Display
Rugged Case with Strap	Codi, Rugged Case for the iPad mini 5 with Hand and Shoulder Strap

Product	Price	Quantity	Total
iPad Mini 5	\$399	5	\$1995
Rugged Case	\$39	5	\$195
Sales Tax	\$2,190	8.25%	\$180.68
<b>Product Subtotal</b>			<b>\$2,370</b>

## Summary and Total Costs

Software Solutions	Price	Quantity	Total
PA FIT Manager	\$0.50	8,546	\$4,273
Yolo County Discount	20%	8,546	(854)
Facility Stakeholder Surveys	\$0.00	8,546	\$0.00
Annual Subtotal			<b>\$3,419</b>
Training and Onboarding	Price	Quantity	Total
FIT Inspection, Building & Classroom Placement	\$199	15	\$2,985
Half-Day On-Site Training	\$995	1	\$995
One-Time Subtotal			<b>\$3,980</b>
Services and Support	Price	Quantity	Total
Basic Support	\$0.00	1	\$0.00
Annual Subtotal			<b>\$0.00</b>
Grand Totals – FIT Solution – iPads & Cases			
FA FIT Solution 2021 School Year (Licensing, Build-out, Training)			<b>\$7,399</b>
iPad Mini, Series 5	\$399	5	<b>\$1,995</b>
Codi Rugged Carry Case	\$39	5	<b>\$195</b>
Sales Tax	\$2,190	8.25%	<b>\$180.68</b>
<b>FIT Solution with iPads and cases Grand Total 2021</b>			<b>\$9,769.68</b>

# Progress Adviser System

## TERMS OF SERVICE

**IMPORTANT - READ CAREFULLY:** This Progress Adviser (“PA”) Terms of Service is a legal agreement between the PA user (“customer”) and PA for the PA online services identified above, which include an online interface and may include related software, associated media, printed materials, and online or electronic documentation (“ONLINE SERVICE”), as well as associated support services. The ONLINE SERVICE also includes any updates and supplements to the original ONLINE SERVICE provided to you by PA or its agents, partners, or distributors. Any software provided along with the ONLINE SERVICE that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the ONLINE SERVICE or SOFTWARE PRODUCT, you agree to be bound by the terms of these Terms of Service. **If you do not agree to these Terms of Service, do not use the ONLINE SERVICE.**

**DATA CONFIDENTIALITY AGREEMENT:** It is acknowledged and affirmed that the staff data being supplied by the customer to Progress Adviser will be held in the strictest of confidence and will not be distributed or disseminated to any person or entity without the express written permission of the customer. The data shall be used for the ONLINE SERVICE, as well as internal testing and verification purposes.

### **END-USER LICENSE AGREEMENT (EULA)**

1. **ONLINE SERVICE LICENSE:** The ONLINE SERVICE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. *The ONLINE SERVICE is licensed, not sold.*

2. **GRANT OF LICENSE.** This EULA grants you the following rights: Applications Service. You may use, access, display, run, or otherwise interact with (“RUN”) the ONLINE SERVICE, up to the maximum number of users.

3. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. Not for Resale.** If the ONLINE SERVICE is labeled “Not For Resale” or “NFR,” then, notwithstanding other sections of this EULA, your use of the ONLINE SERVICE is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the ONLINE SERVICE. **Reservation of Rights.** All rights not expressly granted are reserved by PA.

4. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the ONLINE SERVICE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of PA.

6. **Rental.** You may not rent, lease, or lend the ONLINE SERVICE.

7. Support Services. PA, or its agents or partners, may provide you with support services related to the ONLINE SERVICE ("Support Services"). Use of Support Services is governed by the PA policies. Any supplemental coding provided to you as part of the Support Services shall be considered part of the ONLINE SERVICE and subject to the terms and conditions of this EULA. With respect to technical information you provide to PA as part of the Support Services, PA may use such information for its business purposes, including for product support and development. PA will not utilize such technical information in a form that personally identifies you.

8. Software Transfer. You may not transfer or sell the EULA or the ONLINE SERVICE.

9. Termination. Without prejudice to any other rights, PA may terminate this EULA if you fail to comply with the terms and conditions of this EULA.

UPGRADES. If any component of the ONLINE SERVICE is labeled as an upgrade, you must be properly licensed to use that component identified by PA as being eligible for the upgrade in order to use the ONLINE SERVICE component. An ONLINE SERVICE component labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA.

COPYRIGHT. All title and copyrights in and to the ONLINE SERVICE (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the ONLINE SERVICE, the accompanying printed materials, and any copies of the ONLINE SERVICE are owned by PA or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the ONLINE SERVICE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this ONLINE SERVICE contains documentation which is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the ONLINE SERVICE.

EXPORT RESTRICTIONS. This ONLINE SERVICE is not exportable. You specifically agree not to export this ONLINE SERVICE.

MISCELLANEOUS. If you acquired this ONLINE SERVICE in the United States, this EULA is governed by the laws of the State of California. Should you have any questions concerning this EULA, or if you desire to contact PA for any reason, please write:

Progress Adviser

Support & Sales Information

215 Lake Blvd Suite 572

Redding, CA 96003

LIMITED WARRANTY. LIMITED WARRANTY FOR SERVICES ACQUIRED IN THE US. PA warrants that (a) the ONLINE SERVICE will perform substantially for a period of six (6) months from the date of receipt, and (b) any Support Services provided by PA, its agents or partners, will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the ONLINE SERVICE, if any, are limited to six (6) months.

CUSTOMER REMEDIES. PA's and its suppliers' entire liability and your exclusive remedy shall be, at PA's option, either (a) return of the price paid, if any, or (b) repair or replacement of the ONLINE SERVICE that does not meet PA's Limited Warranty and which is returned to PA with a copy of your receipt. This Limited Warranty is void if failure of the ONLINE SERVICE has resulted from accident, abuse, or misapplication. Any replacement ONLINE SERVICE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, PA and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the ONLINE SERVICE, and the provision of or failure to provide Support Services. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall PA or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the ONLINE SERVICE or the provision of or failure to provide Support Services, even if PA has been advised of the possibility of such damages. In any case, PA's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S. \$5.00; provided. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.