

AGREEMENT NUMBER

**166012CT**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

SUBSCRIBER'S NAME

**San Rafael City Schools**

CONTRACTOR'S NAME

**Public Employment Relations Board**

2. The term of this Agreement is: (or, if applicable, when approved by DGS, Office of Legal Services, whichever is later.)  
**09/01/2016 through 06/30/2017**
3. The maximum amount of this Agreement is: **\$ 11,040.00**  
**Eleven Thousand Forty Dollars and Zero Cents**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**Public Employment Relations Board**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**10-3-2016**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Mary Ann Aguayo, Chief Administrative Officer**

ADDRESS

**1031 18th Street, Sacramento, CA. 95811**

**SUBSCRIBER**

AGENCY NAME

**San Rafael City Schools**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Amy Baer, Assistant Superintendent for Human Resources**

ADDRESS

**310 Nova Albion Way, San Rafael, CA 94903**

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A**

**STATEMENT OF WORK**

1. **Public Employment Relations Board (PERB or Contractor)** agrees to provide to the **San Rafael City Schools (or Subscriber)** with Joint Negotiations Facilitation Services on an as-needed and fee-for-service basis, as described herein.
2. The services shall be performed at a PERB or San Rafael City Schools office or other neutral location convenient for facilitation participants.
3. The services shall be held during normal working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
4. The term of this agreement shall be from September 1, 2016 through June 30, 2017.
5. The Project Managers during the term of this Agreement shall be:

**San Rafael City Schools**

**Public Employment Relations Board  
State Mediation and Conciliation Service  
(PERB/SMCS)**

Name: Amy Baer

Name: Loretta van der Pol

Phone: (415) 492-3531

Phone: (510) 873-6465

Email: abaer@srcs.org

Email: lvanderpol.smcs@perb.ca.gov

6. The Contract contacts during the term of this Agreement shall be:

**San Rafael City Schools  
Assistant Superintendent for Human  
Resources**

**Public Employment Relations Board (PERB)  
Associate Governmental Program Analyst**

Name: Amy Baer

Name: Della Braaten

Address: 310 Nova Albion Way  
San Rafael, CA 94903

Address: 1031 18<sup>th</sup> Street  
Sacramento, CA 95811

Phone: (415) 492-3531

Phone: (916) 322-3088

Email: abaer@srcs.org

Email: dbraaten@perb.ca.gov

7. **Cancellation**

Either party may terminate this Agreement with thirty (30) days written notice to the other party. Email notification is acceptable.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoice and Payment**

- A. For services rendered, and upon receipt and approval of the invoice(s), the San Rafael City Schools agrees to compensate PERB for actual expenditures incurred in accordance with the rates specified herein.
- B. The cost per hour for all services will be at a rate of **\$115.00 per Exhibit E: PERB Regulations, Subchapter 9, Article 1, § 32998**. The cost per hour will be prorated and will be billed in fifteen (15) minute increments for service periods that are less than a whole hour period. There is no minimum or maximum time required for each session. The total amount of this agreement shall not exceed **\$11,040.00**.
- C. Invoices shall include the Agreement number, dates and number of hours per service, and shall be submitted not more frequently than monthly to:

**San Rafael City Schools**

**Attn: Amy Baer**

**310 Nova Albion Way, San Rafael, CA 94903**

**2. Budget Contingency Clause**

- A. The parties mutually agree that if the Budget Act of the current year or any subsequent year covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform further services under this Agreement. The Contractor will continue to be obligated, relative to the work already performed and for which the San Rafael City Schools has paid or pays, to retain records, to cooperate in audits, to comply with warrant and guarantee, and to provide support and maintenance as required in this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.
- C. Notwithstanding the paragraphs above, the State shall notify the Contractor in writing if contract services are to be stopped or suspended due to Budget Act funding deficiencies. The Contractor shall be entitled to payment for contract services authorized and rendered prior to the State's notification.

**3. Payment**

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 3, of the Government Code of the State of California.

**The remainder of this page is left intentionally blank.**

**EXHIBIT E**

**PERB REGULATIONS**

**SUBCHAPTER 9. STATE MEDIATION AND CONCILIATION SERVICE**

**Article 1. Services**

**§ 32998. Reimbursement for Services.**

- (a) Beginning July 1, 2010, training and facilitation services provided by the SMCS pursuant to Section 3602 of the Government Code and representation services, other than election services, relating to public transit labor relations pursuant to the Public Utilities Code shall be reimbursed at the rate of one hundred and fifteen dollars (\$115.00) per hour, prorated for each quarter hour of work that is less than a full hour. The actual time charged shall begin when a mediator commences providing such services, shall include travel time and time spent with the parties to determine the content of the training and goals for the facilitation, and shall continue until the services are completed.
- (1) Facilitation services include facilitation of collective bargaining prior to impasse, facilitation of labor-management processes such as labor-management committees, and facilitation of workplace dispute resolution processes. Facilitation services do not include mediation services resulting from certification of impasse by the Board, mediation under Government Code section 3611, mediation of collective bargaining disputes in which the parties have bargained to impasse and have requested mediation, or mediation of grievances arising under a collective bargaining agreement or memorandum of understanding.
- (2) Representation services shall include all services related to the investigation and resolution of questions concerning representation of transit district employees other than election services.
- (3) Hearing officer services related to representation services provided under the Public Utilities Code, unless provided by a Board agent, shall be divided equally between or among the parties to the hearing.
- (4) SMCS shall bill the parties for training, facilitation and representation services after completion of the work.