

"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District Special Education Department

2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Ext. 60141 Fax (650) 327-8397

Board Members:

Ana Maria Pulido, President
Sharifa Wilson, Vice President
Marielena Gaona-Mendoza, Clerk
Dr. Charlie M. Knight, Member
Marcelino López, Member

Dr. Gloria M. Hernández-Goff
Superintendent

Inter-Departmental Correspondence Special Education Department

Date: January 30, 2018

Board Meeting Date: February 8, 2018

Vote Required: Majority

To: Honorable Board of Trustees

From: Dr. Gloria Hernandez-Goff, Superintendent

Subject: Agreement with Morrissey Compton Educational Center to provide an Independent Educational Evaluation (IEE).

Quick Summary/Abstract:

The IEE was requested by parent in order to determine special education eligibility. If parents disagree with the results of the assessment conducted by the school district, they have the right to ask for and obtain an independent educational assessment for their child from a person qualified to conduct the assessment at public expense.

Fiscal Impact:

The term of the agreement is January 8, 2018 through June 30, 2018. The amount of the agreement is not to exceed \$5,990.00 for the 1 year term. Funds in the amount of \$5,990.00 are included in the District FY 2017-18 Adopted Budget.

Recommendation:

Consideration to approve an agreement with Morrissey Compton Educational Center to provide an IEE, Independent Educational Evaluation for one student, This is for the term of January 8, 2018 through June 30, 2018.

Funds for this agreement will come from Special Education budget.

Board Approved: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)
2017-2018 School Year

This agreement is effective on January 8, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018 unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Ravenswood City School District

Nonpublic Agency/School: Morrissey Compton Educational Center

Business Address: 595 Price Ave. Redwood City, CA 94063

LEA Case Manager: Laura Carlone Director, Special Education Phone Number: (650) 329 – 2800 ext. 60141

Pupil Name: _____ Sex ☒ M ☐ F Grade: _____
Last Name, First Name

AGREEMENT TERMS:

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	Provider				# of Times per wk/mo/yr., Duration; or per IEP.	Rate	Duration	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify				
Independent Educational Evaluation (IEE)			X		1 Assessment	\$5,000		\$5,000.00
IEP Participation			X		Not to exceed 3 hours	\$330/hour		\$990.00
CONTRACT								\$5,990.00

ESTIMATED MAXIMUM RELATED SERVICES COST (C) \$ 0

SPECIALIZED EQUIPMENT/SUPPLIES \$ 0

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES

COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, B & C) will not exceed \$5,990.00

Other Provisions/Attachments:

Psychoeducational Evaluation should include:

Cognitive, English Academic, File Review, Teacher and Parent Interview in order to rule out Specific Learning Disability

Assessor to provide to LEA copies of all protocols, reports and findings prior to IEP meeting

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School/Agency)

Ravenswood City School District
(Name of School District)

(Signature) (Date)

(Signature)
(Date)

(Name and Title)

Dr. Gloria Hernandez-Goff
(Name of Superintendent or Authorized Designee)



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Dr. Gloria M. Hernández-Goff

Superintendent

Inter-Departmental Correspondence

Special Education Department

Date: January 30, 2018

Board Meeting Date: February 8, 2018

Vote Required: Majority

To: Honorable Board of Trustees

From: Dr. Gloria Hernandez-Goff, Superintendent

Subject: Addendum to the Memorandum of Understanding with San Carlos School District

Quick Summary/Abstract:

Ravenswood City School District and neighboring school districts have formed a collaborative partnership for making the services and programs available to students that otherwise cannot be served in their own district.

Rationale:

In accordance with students individualized education plans (IEP) students require unique and individualized services. At times the least restrictive environment is such that their school of residence cannot serve their unique needs.

Fiscal Impact:

The term of the agreement is August 23, 2017 through June 14, 2018. The amount of the agreement is not to exceed \$44,190.58. Funds in the amount of \$44,190.58 are included in the District FY 2017-18 Adopted Budget.

Recommendation:

Consideration to approve an Addendum to the Memorandum of Understanding with San Carlos School District to provide Special Circumstance Instructional Assistance (SCIA) and a Behavior Specialist for the term of August 23, 2017 through June 14, 2018. The original memorandum of understanding was approved for \$30,820.65. We are adding \$13,369.93 for SCIA and a Behavior Specialist for a new total of \$44,190.58.

Funds for this agreement will come from the Special Education Budget.

Board Approved: _____



**San Mateo County
Special Education Local Plan Area**

TRANSFER OF SPECIAL EDUCATION FUNDS AGREEMENT (To be initiated by District of Attendance)

SPECIAL EDUCATION: THIS AGREEMENT IS IN EFFECT FOR THE SCHOOL YEAR 2017-2018

Student Name: _____

Student Age/Grade: _____

Date of Enrollment: 8/23/2017

Total Days of Enrollment: 180

The student residing in the Ravenswood City School District,
is hereby authorized to attend the San Carlos School District.

Special education services are described in the student's IEP. Cost calculation for transfer of funds will be based on SELPA adopted program standards. Actual days may include ESY.

RSP Prog. Std. ____ Est. Days Enrolled ____ Est. Cost ____ Actual Days Enrolled ____ Cal Cost: ____
SDC Prog. Std. X Est. Days Enrolled 180 Est. Cost \$24,004.95 Actual Days Enrolled ____ Cal Cost: \$24,004.95
DIS ____ Other (if any) ____ Other (if any) ____

Amount Due: \$24,004.95

1. Prog. Std. SLP Min/Wk 120 Est. Days Enrolled ____ Est. Cost ____ Actual ____ Cal Cost: \$2,910.90
2. Prog. Std. OT Min/Wk 60 Est. Days Enrolled ____ Est. Cost ____ Actual ____ Cal Cost: \$2,585.56
3. Prog. Std. APE Min/Wk 30 Est. Days Enrolled ____ Est. Cost ____ Actual ____ Cal Cost: \$1,319.24

Special Circumstance Instructional Assistance (SCIA) Pilot Weeks	Cal Cost: <u>\$2,143.13</u>
Behavior Specialist SCSD Pilot Weeks	Cal Cost: <u>\$510.58</u>
Special Circumstance Instructional Assistance (SCIA)	Cal Cost: <u>\$9,768.00</u>
Behavior Specialist SCSD	Cal Cost: <u>\$948.22</u>

____ ESY *If Student attended ESY, add number to actual days enrolled

____ Transportation Actual Cost: _____

Total Cost: \$44,190.58

District of Residence

District of Attendance

Special Education Administrator

Special Education Administrator

District Superintendent/ Authorized Agent

District Superintendent/ Authorized Agent

Date

Date

- SAI
 - 8/23/17- 6/14/18
 - 1740 min/wk
 - Used SDC Program standard = \$24,004.95
- SLP
 - 8/23/17- 6/14/18
 - Used Speech Program standard = \$2,910.90
- OT
 - 8/23/17- 6/14/18 = 37 Wks
 - **\$69.88/ hr**
 - **1 hr/ wk**
 - 37 wks x \$69.88 x 1 hr/ wk = \$2,585.56
- APE
 - 8/23/17- 6/14/18 = 37 Wks
 - **\$71.31/ hr**
 - **.5 hrs / Wk**
 - 37 wks x \$71.31 /hr x .5 hrs/wk = \$1,319.24

Amendment I

- Behavior Specialist
 - Pilot weeks
 - 10/30/17-12/20/17 = 7 wks
 - **\$72.94/hr**
 - 60 min/wk = 1 hr/wk
 - \$72.94/hr x 7 wks x 1 hr/wk = \$510.58
 -
 - Full time
 - 1/8/18 - 4/24/18 = 13 wks
 - **\$72.94/hr**
 - 60 min/wk = 1 hr/ wk
 - \$72.94/hr x 13 wks x 1 hr/wk = \$948.22
- SCIA
 - Pilot weeks
 - (Classified Substitute) = **\$19.05 /hr**
 - 11/27/17-12/20/17 = 18 Days
 - **6.25 hrs/day**
 - \$19.05 x 18 days x 6.25 hrs/days = \$2,143.13
 - Full time
 - (Para-Ed w/Benefits) = **\$23.68/hr**
 - 1/8/18 - 4/24/18 = 66 Days
 - 375 min/day = 6.25 hrs/day
 - \$23.68 x 66 days x 6.25 hrs/day = \$9,768.00



a
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Marcelino López, Member

Dr. Gloria M. Hernández-Goff
Superintendent

Inter-Departmental Correspondence Special Education

Date: January 30, 2018

Board Meeting Date: February 8, 2018

Vote Required: Majority

To: Honorable Board of Trustees

From: Dr. Gloria Hernandez-Goff, Superintendent

Subject: Agreement with Community Gatepath to provide one AAC Assessment for one student.

Quick Summary/Abstract:

Ravenswood City School District is responsible for providing special education assessments to students as identified by their *Individualized Education Plan(IEP)*. In order to ensure students are provided with the services and supports that they need some students require an assessment to support their communication. An AAC assessment, supports students to be able to communicate across multiple communication environments, situations and frameworks.

Rationale:

Augmentative and alternative communication (AAC) is an umbrella term that encompasses the communication methods used to supplement or replace speech or writing for those with impairments in the production or comprehension of spoken or written language.

Fiscal Impact:

The term of the agreement is January 1, 2018 through June 8, 2018. The amount of the agreement is not to exceed \$2,400.00. Funds in the amount of \$2,400.00 are included in the District FY 2017-18 Adopted Budget.

Recommendation:

Consideration to approve an agreement with Community Gatepath to provide one AAC assessment for one student. The term of this agreement is from January 1, 2018 through June 30, 2018, to an amount not to exceed \$2,400.00.

Funds for this agreement will come from the Special Education Budget.

Board Approved: _____



GATEPATH®

DEVELOPMENTAL SERVICES FINANCIAL AGREEMENT
Individual Services

CHILD'S NAME: _____

START DATE: January 1, 2018

END DATE: June 30, 2018

FINANCIAL RESPONSIBILITY

The financial responsibility for payment of services rendered rests with the District.
An itemized bill of services will be provided for you at the end of each month.

All fees quoted are for the duration of the contract as stated within.

PAYMENT AND INVOICING:

Gatepath will be paid, upon receipt of monthly invoice and according to the Individual Services Agreement Form. Invoices are due payable upon receipt. There will be no services provided to district with unpaid invoices over 30 days, due to delinquency of the district. Any payments not received by the twentieth (20) day of the month following the month in which services were rendered for the above will be subject to a 5% penalty. District is responsible for any services scheduled.

INDEMNIFICATION:

District shall indemnify, defend and hold harmless Gatepath, its agents, employees, successors and assigns, from and against any and all damages, liabilities, costs and expenses (including attorney fees) arising out of any claim that the District's services or any part thereof has caused injury (including death) or damage to any person, unless such damage or injury resulted from Gatepath's willful act or sole negligence.

Thank You.

District Signature: _____ Date: _____
(Signature indicates receipt of information)

This agreement is effective on January 1, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)				Ravenswood City Elementary				Nonpublic School/Agency		Community Gatepath			
Address				2120 Euclid Avenue				Address		1764 Marco Polo			
City, State Zip				East Palo Alto CA 94303				City, State, Zip		Burlingame, CA 94010			
Phone				650-329-2800 EXT. 60142				Business Contact Name		Scarleth Waddell			
LEA Case Manager		Nan Graham						Phone		650-259-8522		Fax	
e-Mail		csc@gatepath.com						Program Case Manager Name		Kathy Ketchum			
Student Last Name				Student First Name				Phone		650-259-0165		Fax	
D.O.B.				I.D. #				e-Mail		kketchum@gatepath.org			
Grade				Level				Sex		() M () F			
Parent/ Guardian Last Name				Parent/ Guardian First Name				Education Schedule – Regular School Year					
Address		it,						Number of Days		98		Number of Weeks	
City, State, Zip								Education Schedule – Extended School Year					
Home Phone				Business				Number of Days				Number of Weeks	
Phone								Contract Begins		Jan.1, 2018		Ends	
Master Contract Approved by the Governing Board on								6/30/2018					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:[illegible]

B. RELATED SERVICES (Cont'd.)	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			\$2,400.00

ESTIMATED MAXIMUM RELATED SERVICES COST \$2,400.00

C. SPECIALIZED EQUIPMENT/SUPPLIES \$

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ 2,400.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (Specify

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below. This agreement supersedes any previous Individual Services Agreement.

-CONTRACTOR-

-DISTRICT-

Community Gatepath
(Name of Nonpublic School/Agency)

Ravenswood City Elementary
(Name of School District)

350 Twin Dolphin Drive, Suite 123 Redwood City CA, 94065
(Address)

2120 Euclid Avenue, East Palo Alto, CA 94303
(Address)

Kathy Ketch 7/19/18
(Signature) (Date)

[Signature]
(Signature) (Date)

Kathy Ketch
Sheryl Young, CEO
(Name and Title)

Director of
Children's
Therapy
(Name of Superintendent or Authorized Designee)



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District

ADMINISTRATIVE OFFICE

2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-1072

Board Members:

Ana Maria Pulido, President
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Marielena Gaona- Mendoza, Clerk
Dr. Charlie M. Knight, Member
Marcelino López, Member

Dr. Gloria M. Hernandez-Goff
Superintendent

Inter-Departmental Correspondence Student Services

Date: February 8, 2018
Board Meeting Date: February 8, 2018
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Dr. Gloria M. Hernandez-Goff, Superintendent
Subject: Consideration to Approve the Agreement with
Health Connected

Quick Summary/Abstract:

It is requested that the Board of Trustees approve the following partnership Agreement between RCSD and Health Connected. Health Connected will provide one week of puberty education to all fifth graders and two weeks of sexual health education to all seventh graders in Ravenswood.

Rationale:

Sexual health education is required at least once in middle school and must cover a broad range of sexual health topics as specified in the California Education Code, sections 51930-51939. Puberty education is not required under these sections of the Education Code, but is incorporated in the 5th grade California Health Content Standards for Growth, Development, and Sexual Health. While not required by the Education Code, puberty education for K-6th grade students must still meet several instructional criteria outlined in the above mentioned sections of the Education Code.

Fiscal Impact:

Implementation of these services are free of cost to the Ravenswood City School District. The monetary equivalent of the services rendered by Health Connected is \$21,090.00.

RECOMMENDATION:

It is our recommendation that the Board of Trustees approve this partnership agreement with Health Connected.

Board Approved: _____



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Ravenswood City School District
STUDENT SERVICES DEPARTMENT
2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-1072

Board Members:
Ana Maria Pulido, President
Sharifa Wilson, Vice President
Marielena Gaona-Mendoza, Clerk
Dr. Charlie M. Knight, Member
Marcelino Lopez, Member

Dr. Gloria M. Hernández-Goff
Superintendent

**Memorandum of Understanding
BETWEEN
Ravenswood City School District
AND
Health Connected**

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Health Connected***. The purpose of this agreement is to formalize and clarify any expectations of and the relationship between the parties involved, thereby ensuring an effective working relationship for the implementation of health education for Ravenswood City School District students.

(INSERT INFORMATION)

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

Health Connected's professional health educators will provide 1 week (5 hours) of puberty education to all 5th graders and 2 weeks (8-10 hours) of sexual health education to all 7th graders in the District during the 2017-18 school year. Sexual health education is required at least once in middle school (grades 7/8) and must cover a broad range of sexual health topics as specified in the California Education Code, sections 51930-51939. Puberty education is not required under these sections of the Education Code, but is incorporated in the 5th grade California Health Content Standards for Growth, Development, and Sexual Health. While not required by the Education Code, puberty education for K-6th grade students must still meet several instructional criteria outlined in the above mentioned sections of the Education Code. All of Health Connected's proprietary curricula meet the Education Code requirements for content and course delivery and are aligned with the Health Content Standards.

The total cost for these services is estimated to be \$21,090. Health Connected will provide these services in-kind for the 2017-18 school year.

II. TERMS OF UNDERSTANDING

This agreement is effective on **September 1, 2017** and will remain in effect until **June 15, 2018**, unless terminated pursuant to Section IX. The MOU shall be reviewed quarterly to ensure that it is fulfilling its purpose and to make any necessary revisions.

Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties.

III. SCHOOL and DISTRICT OBLIGATIONS

- A. The DISTRICT will ensure that an appropriate administrator will be designated for assistance in implementing **puberty and sexual health education**. The administrator will perform, but is not limited to, the following functions:

Health Connected asks that one district administrator assist in identifying one person at each site as the main site contact for course scheduling. The site contact is responsible for working with Health Connected's staff to identify a mutually agreed upon time during the school year for the

appropriate classrooms to receive instruction and schedule sufficient time in the class schedule to cover the course content (as noted in Section 1). The site contact will also ensure that host teachers understand the expectations during the instruction and that parents are properly informed about the instruction, consistent with requirements in the Education Code. Host teachers must be present in the classroom during course delivery and are asked to work with Health Connected's health educators to manage classroom behavior.

Health Connected may request support from the district administrator if we are not able to contact a site lead or schedule instruction in a timely manner.

- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and RCSD* for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.

RCSD agree to the reporting process outlined in Appendix A.

IV. ***(Health Connected)***

- A. ***Health Connected*** agrees to provide stated service as in Section I to the schools identified in section III.A.2. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and ***Health Connected***.
- B. ***Health Connected*** agrees to collaborate with the Director of Student Services and other RCSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
- C. ***Health Connected*** agrees that services provided by ***Health Connected*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***Health Connected*** primary oversight.
- D. ***Health Connected*** staff will ensure that there is **20:1 student to supervisory^a staff ratio** at all times.
- E. ***Health Connected*** will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
 - 1. have an AA or BA degree or
 - 2. have 48 semester or 72 quarter college units or
 - 3. Have a passing status on the Instructional Aid Exam administered by RCSD.
- F. ***Health Connected*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- G. ***Health Connected*** agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.

^a Supervisory is defined as any one adult on school grounds in charge of 20 students or less, regardless of their status as an employee or volunteer.

- H. ***Health Connected*** agrees that when its interns and volunteers are utilized, staff from ***Health Connected*** will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- I. ***Health Connected*** agrees to ensure that all of their staff who will be on school property or work with students has proof of a negative skin test or chest x-ray for Tuberculosis. ***Health Connected*** will provide RCSD with written verification that program staff has been cleared.
- J. ***Health Connected*** agrees to ensure that all program staff that will be on school property has proof of FBI and Department of Justice Child Abuse Index fingerprint clearance. ***Health Connected*** will provide RCSD with written verification that program staff has been cleared.
- K. ***Health Connected*** agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.
- L. ***Health Connected*** has in force, and during the term of this Agreement shall maintain in force, a Comprehensive General Liability Insurance policy with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage. The policy shall name as additional insured the Ravenswood City School District, its Board, officers and employees. The policy shall require the insurer to provide to the District a thirty- (30) day notice of any cancellation or reduction of such insurance.

V. **CONFLICT RESOLUTION**

The Parties agree that differences of opinion regarding personnel or service practices or Parties will be discussed. If resolution is not obtained then, decisions will be made after discussion between the Director of Student Services, Assistant Superintendent of Curriculum & Instruction, and ***Health Connected*** management representatives.

VI. **NON-DISCRIMINATION**

Health Connected and the DISTRICT shall not discriminate against any person rendering or receiving services pursuant to this Memorandum, on the basis of race, color, age, marital status, national origin, sex, creed, sexual orientation, or physical or mental disability, including HIV disease, as provided by State and Federal Law.

VII. **HOLD HARMLESS**

Each party is an independent contractor responsible for its acts and the acts of its officers, agents, and employees. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

VIII. **CONFIDENTIALITY**

The parties shall maintain the confidentiality of all records generated during the period of this agreement pursuant to applicable Federal and State laws.

IX. **TERMINATION**

This Agreement may be terminated by either party by giving a minimum of thirty (30) days advance written notice to all parties.

X. NOTICES

All notices of the parties shall be in writing and shall be addressed as set forth below:

Health Connected

Abigail Karlin-Resnick
Executive Director
480 James Avenue, Redwood City, CA 94062
650.367.1937, x14, abi@health-connected.org

TO SCHOOL DISTRICT:
Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

Copy to:

Assistant Superintendent C&I
Ravenswood City School District
2110 Euclid Avenue
East Palo Alto, CA 94303

Copy to:

Assistant Superintendent Business Services
Ravenswood City School District
2110 Euclid Avenue
East Palo Alto, CA 94303

SIGNATURE PAGE

XI. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

RAVENSWOOD CITY SCHOOL DISTRICT

Dr. Gloria M. Hernandez, Superintendent

Date

Health Connected



Executive Director

January 17, 2018

Date

APPENDIX A

REPORTING PROCESS OF CHILD ABUSE, CHILD NEGLECT, HARM TO SELF OR HARM TO OTHERS

RAVENSWOOD CITY SCHOOL DISTRICT and *Health Connected*

The DISTRICT and the schools within the district and *Health Connected* agree to the following process in the case of a student within the district reporting child abuse, child neglect, harm to self or harm to others:

1. In the case of harm to self, harm to others, or reporting of child abuse, *Health Connected* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *Health Connected* staff-person will make a verbal and written report to that after school program site coordinator and/or school administrator.
2. The district's school sites shall carry out the reporting responsibilities (reports to law enforcement/child protective agencies) required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) These include reports of the known or suspected instance of abuse to the child protective agency immediately, or as soon as practically possible, by telephone and by sending a written report within 36 hours of receipt of information by *Health Connected*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *Health Connected* confirming that the verbal report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency.

The school will also send a facsimile transmission immediately, or as soon as practically possible, to *Health Connected* confirming that a written report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency within thirty-six (36) hours.

4. *Health Connected* staff will send a letter concerning the incident within twenty-four (24) hours to the Director of Student Services. (Director should be notified immediately along with site coordinator- Director should be aware and will be consulted in the event that a report is made – probably move this up in your process...)



Ravenswood City School District
ADMINISTRATIVE OFFICE
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Marielena Gaona-Mendoza, Clerk
Dr. Charlie M. Knight, Member
Marcelino Lopez, Member

Dr. Gloria M. Hernández-Goff
Superintendent

Inter-Departmental Correspondence
Curriculum and Instruction

Date: February 8, 2018
Board Meeting Date: February 8, 2018
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Dr. Gloria Hernandez-Goff, Superintendent
Subject: CSU, East Bay, Student Placement Agreement

Quick Summary/Abstract:

- The Clinical School Counseling and/or School Psychology student placement agreement with our district expired on December 31, 2016. To allow placement of California State University East Bay students to continue their student placement experiences, the university has requested the opportunity for beginning the immediate renewal process for the agreement to be implemented on January 3, 2018.
- The renewal five (5) year teams for the student placement agreement starts January 3, 2018 to December 31, 2023.

Rationale:

- A diligent search to recruit fully prepared psychologists has been made. However, there is an insufficient number of certificated persons who meet the district's specified employment criteria.
- By partnering with CSU, East Bay for student placement from their School of Psychology, the district will be able to personally identify potential candidates who are familiar with our schools and students and directly recruit candidates to apply for a psychology position.

Fiscal Impact:

- No cost to the district

RECOMMENDATION:

Approve the MOU with CSU, East Bay

Board Approved: _____



**CALIFORNIA STATE
UNIVERSITY**
E A S T B A Y

CALIFORNIA STATE UNIVERSITY, EAST BAY
25800 Carlos Bee Blvd, Hayward, CA 94542
Credential Student Service Center
Telephone: (510) 885-2272

January 3, 2018

Ravenswood City School District
Attn: Gina Sudaria, HR Director
2120 Euclid Ave,
East Palo Alto, CA 94303

RE: CSU, East Bay – Student Placement Agreement

Dear Ms. Sudaria:

The Clinical School Counseling and/or School Psychology student placement agreement with your school district expired on December 31, 2016. To allow placement of California State University East Bay students to continue their student placement experiences, the university has requested the opportunity for beginning the immediate renewal process for the agreement to be implement on January 3, 2018.

The renewal five (5) year terms for the student placement agreement starts January 3, 2018 to December 31, 2023.

Please forward two (2) copies of California State University, East Bay – Student Placement Agreement to the appropriate person for signature. One fully executed agreement will be returned to you for your files.

Return all copies of the agreement for final execution to:

CALIFORNIA STATE UNIVERSITY, EAST BAY
Credential Student Service Center
Attn: Sarah Arnett, Budget & MOU Coordinator
25800 Carlos Bee Blvd, AE235
Hayward, CA 94542

School Districts are required to complete the school board certification. Private facilities are required to provide a certificate of Insurance in returning your signed agreements to the University.

Thank you for your prompt attention to implementing the agreement. We look forward to a successful affiliation with your school. If you have any questions, please email me at sarah.arnett@csueastbay.edu.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sarah Arnett".

Sarah Arnett
Budget & MOU Coordinator
510- 885-2272
sarah.arnett@csueastbay.edu

CALIFORNIA STATE UNIVERSITY, EAST BAY
AGREEMENT FOR FURNISHING CLINICAL EXPERIENCE
AND THE USE OF CLINICAL FACILITIES

THIS AGREEMENT, made and entered into this 3rd day of January, 2018, by and between the Trustees of the California State UNIVERSITY, hereinafter called the "**TRUSTEES**", on behalf of California State UNIVERSITY, East Bay, hereinafter called the "**UNIVERSITY**", and Ravenswood City School District herein after called the "**DISTRICT**".

W I T N E S S E T H

WHEREAS, **TRUSTEES** have approved a Clinical School Counseling and/or School Psychology Program for **UNIVERSITY** and such program requires clinical experience and the use of clinical facilities; and

WHEREAS, **UNIVERSITY** requires special facilities for the purpose of providing training and desires to supplement its Program through supplemental clinical experience in usage of facilities at **DISTRICT**; and

WHEREAS, **DISTRICT** has facilities and programs available to furnish such clinical experience, and as a community and professional service, is willing, under the terms and conditions hereinafter set forth, to allow **UNIVERSITY** to utilize its facilities for clinical experience of **UNIVERSITY** Program participants; and

WHEREAS, **DISTRICT** desires to maintain and improve its existing standards of **DISTRICT** care and medical education by affiliating with **UNIVERSITY** for the limited purposes of this agreement; and

WHEREAS, it is to the mutual benefit of the parties that students enrolled in the Program at the **UNIVERSITY** be afforded the opportunity to utilize the facilities of **DISTRICT** to supplement their learning experience;

THEREFORE, DISTRICT AND UNIVERSITY HEREBY MUTUALLY AGREE AS FOLLOWS:

- I. Subject to such reasonable rules and regulations as **DISTRICT** shall from time to time adopt, **DISTRICT** shall:
 - A. Participate with **UNIVERSITY** in planning and implementing the clinical education of students;
 - B. Afford to each student designated in writing by **UNIVERSITY** pursuant to Section II hereof the opportunity to participate in those types of clinical training experiences which may be made available at **DISTRICT** that are agreed upon by **DISTRICT** and **UNIVERSITY**, and permit such students, as well as **UNIVERSITY** faculty, access to **DISTRICT** for such periods of time and for such clinical experiences as may from time to time be determined by **DISTRICT** and **UNIVERSITY**; provided, however, that the clinical experiences to be afforded hereby shall take place only at such times and places as to minimize interference with normal **DISTRICT** routine;
 - C. Provide facilities for the changing of uniforms and for the storage of clothing and personal effects, and allow students and instructors at their own expense to use cafeteria facilities and other facilities used by **DISTRICT** personnel, all to the extent that such space is available and as **DISTRICT** may agree from time to time;
 - D. Have the right to require the withdrawal from **DISTRICT** of any student who does not comply with the requirements of the program or the rules and regulations of the **DISTRICT**;
 - E. Designate lines of authority and communication for relations between **UNIVERSITY** faculty and **DISTRICT** personnel so as to carry out the purposes of the agreement;

F. Permit members of the staff of **DISTRICT** to participate in clinical experiences to be afforded to the students of **UNIVERSITY** on an advisory and consulting basis at such times and in such number as **DISTRICT** shall determine, to the extent that such participation does not interfere with normal **DISTRICT** activity;

G. Provide on any day that a student is receiving clinical experience at the **DISTRICT** pursuant to this agreement emergency health care for illnesses resulting from the participation by such student in the program, as well as first aid for accidents sustained by a student; provided, however, that the sole and exclusive authority to determine the duration and extent of necessary emergency health care services shall be vested in **DISTRICT**, and **DISTRICT'S** determination in this regard shall be conclusive. In addition, the aforementioned emergency health care services shall also be provided to any member of the faculty of **UNIVERSITY** participating in the program, on the same terms and conditions set forth above regarding students. All costs for such emergency health care service shall be paid by student and/or faculty;

H. Respect and maintain the confidentiality of information furnished by **UNIVERSITY** and **DISTRICT**;

II. **UNIVERSITY** shall:

A. Participate with **DISTRICT** in planning and implementing the clinical education of students;

B. Designate in writing, prior to the commencement of each clinical program and sufficiently in advance to allow convenient planning by **DISTRICT**, the names of those students registered for program training courses at **DISTRICT**. The number of students eligible to participate in a program shall be determined by the agreement of **DISTRICT** and **UNIVERSITY**;

C. Recommend for clinical education only those students who possess a satisfactory record and have met the minimum requirements established by **UNIVERSITY** for the particular program;

D. Furnish to the **DISTRICT**, or have each student furnish to **DISTRICT** upon request, copies of the State-approved fingerprinting background check clearance and the Certificates of Clearance documentation that each student's immunizations and blood-borne pathogens training are in accordance with the **DISTRICT'S** health policies. The health documentation should include written evidence of the following:

1. P.P.D. skin test and, if positive a chest x-ray
2. Rubella titer
3. Rubeola vaccination or titer
4. Hepatitis B-surface antigen/antibody
5. CPR proficiency
6. Hepatitis Vaccine

E. Designate lines of authority and communication for relations between the **UNIVERSITY** faculty and **DISTRICT** personnel so as to carry out the purpose of the agreement;

F. Provide instructors with such qualifications, in sufficient number, and at such times as are approved by **DISTRICT**, so that the purposes of this agreement can be met. **UNIVERSITY** shall be responsible for the training of such instructors and for acquainting them with **DISTRICT'S** policies and practices regarding clinical instructing. The instructors shall meet periodically at such times as **DISTRICT** and **UNIVERSITY** shall determine with designated **DISTRICT** personnel to review student progress and the program in general;

G. Retain general responsibility for instruction, supervision, control, evaluation and related matters concerning student participation in the clinical program at **DISTRICT**, subject to such sharing of responsibility with **DISTRICT** as shall be agreed upon by **DISTRICT** and **UNIVERSITY**. Student discipline shall be the exclusive responsibility of the **UNIVERSITY**; however the **DISTRICT** retains the right to terminate the participation of any student who, at the discretion of the **DISTRICT** or the **UNIVERSITY**, does not comply with the requirements of the program or the rules and regulations of the **DISTRICT**;

H. Enforce the rules, regulations and requirements governing the students participating in the clinical program; said rules, regulations and requirements to be agreed upon by **DISTRICT** and **UNIVERSITY**.

I. Provide all educational supplies and equipment necessary for the instruction of students participating in the clinical program and be exclusively responsible for the care and control of all such educational supplies and equipment. Periodically, it may be necessary for **DISTRICT** to provide educational supplies not previously planned for by the **UNIVERSITY** and necessary to the immediate and effective operation of the program. **UNIVERSITY** agrees to reimburse **DISTRICT** for items approved in advance only by the **UNIVERSITY** by both the Speech Pathology and Purchasing Departments. Invoices to cover said items shall be submitted in triplicate to the **UNIVERSITY** Accounting Office and shall reference **UNIVERSITY** Purchase Order Number.

J. Agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

K. Mandatory Instruction and Reporting: Before a student is assigned to the **DISTRICT** for placement in a student teaching assignment the **UNIVERSITY** shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

III. It is understood and agreed by the parties that all student participants shall be considered learners. They shall not engage in-patient care activities and shall not replace **DISTRICT** staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

IV. Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the **UNIVERSITY** or the **DISTRICT** is hereby created; consideration for this agreement furnished by the mutual promises of the parties.

V. Neither the **UNIVERSITY** nor staff nor students shall by virtue of this agreement be an employee of the **DISTRICT** for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of **DISTRICT** employees. **UNIVERSITY** shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it under this agreement. **UNIVERSITY** assumes exclusively the responsibility for the acts of its employees and students as they relate to this agreement.

VI. **UNIVERSITY** shall require that students and instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **DISTRICT**, in accordance with **DISTRICT**'s bylaws, rules, and regulations.

DISTRICT shall require that instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **UNIVERSITY**, in accordance with **UNIVERSITY**'s bylaws, rules, and regulations.

VII. The **STATE of CALIFORNIA** has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a **STATE DISTRICT**, the California State University, Office of the Chancellor, the **TRUSTEES**, and its system of campuses are included in this self-insured program. Under this form of insurance, the **STATE** and its employees are insured for any tort liability that may develop through carrying out official activities, including **STATE** office operation on non-state owned property in an amount no less the \$1,000,000 per person, and no less than \$2,000,000 aggregate per occurrence, and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

The **DISTRICT** shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$ 1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement.

The **STATE of CALIFORNIA** has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation Benefits for all State employees, as required by the Labor Code.

The **STATE OF CALIFORNIA** shall provide notice to students that neither **STATE** nor **DISTRICT** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

VIII. **UNIVERSITY** shall defend, indemnify and hold harmless **DISTRICT** and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of 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 **UNIVERSITY**, its officers, employees, agents, instructors or students.

DISTRICT shall defend, indemnify and hold harmless **UNIVERSITY**, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of 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 **DISTRICT**, its officers, employees, or agents.

IX. It is understood and agreed that **DISTRICT** shall have the right to require all students who are designated for participation in clinical education hereunder to agree in writing to release **DISTRICT** and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such clinical education.

X. It is understood and agreed that **DISTRICT** shall have the right to require all students who are designated for participation in clinical education hereunder to authorize and consent in writing to the release of information by **DISTRICT** and its representatives to **UNIVERSITY** concerning student's competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release **DISTRICT** and all of its representatives from liability for so doing.

XI. **UNIVERSITY** agrees that it shall not use the name of the **DISTRICT** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **DISTRICT** thereto.

DISTRICT agrees that it shall not use the name of the **UNIVERSITY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **UNIVERSITY** thereto.

XII. **UNIVERSITY** shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **DISTRICT** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

DISTRICT shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **UNIVERSITY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

XIII. This agreement shall become effective upon execution and shall continue until December 31, 2023; provided, however, it may be terminated by either party after giving the other party 30 days advance written notice of its intention to so terminate; provided further, however, that any such termination by the **DISTRICT** shall not be effective, at the election of **UNIVERSITY**, as to any student who at the date of mailing of said notice by **DISTRICT** was participating in said program until such student has completed the program for the then current academic year. **DISTRICT** and **UNIVERSITY**, except when so waived in writing by the other party, shall each perform fully any obligations under this agreement relating to an event occurring or circumstances existing prior to the date of termination. In addition, the **UNIVERSITY** and the **DISTRICT** shall endeavor to meet at least one

time within the ninety-(90) days prior to the anniversary date of the agreement for purposes of reviewing the status of the agreement and the program conducted hereunder.

XIV. Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, as follows:

A. Notice to **DISTRICT**:

Ravenswood City School District
Attn: Gina Sudaria, HR Director
2120 Euclid Ave,
East Palo Alto, CA 94303
(650) 329-2800 | gsudaria@ravenswoodschools.org

B. Notice to **UNIVERSITY**:

Mail two copies to:

California State University East Bay
College of Education & Allied Studies
Attn: Sarah L. Arnett
25800 Carlos Bee Blvd., AE235
Hayward, CA 94542
510-885-2272 | sarah.arnett@csueastbay.edu

This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

RAVENSWOOD CITY SCHOOL DISTRICT

CALIFORNIA STATE UNIVERSITY EAST BAY

By _____

By _____

Name _____ Gina Sudaria _____

Name _____ Carolyn Nelson _____

Title _____ HR Director _____

Title _____ Dean, CEAS _____

Date _____

Date _____

SCHOOL BOARD CERTIFICATION (If Applicable)

By _____

Name _____

Title _____

Date _____

Addendum

This addendum is required by the Board of Behavioral Science Examiners for students gaining hours toward licensure in Marriage, Family and Child Counseling.

The UNIVERSITY shall evaluate the appropriateness of the fieldwork experience for each student.

The UNIVERSITY shall ensure the students are working only within the limits of their education, training, and experience.

The UNIVERSITY shall monitor the performance of students on site by means of students' written reports, student logs, and verbal accounts. In addition, the UNIVERSITY shall maintain regular telephone contact the DISTRICT supervisorial staff assigned to students, and shall arrange by mutual consent at least one site visit per year by the UNIVERSITY supervisor.

The DISTRICT shall provide periodic evaluations (three times per year) of student's progress and performance on site, using evaluation forms provided by the UNIVERSITY, and shall notify the UNIVERSITY in a timely manner of any difficulties in the work performance of students.

Student Placement Agreement/MOUs Request form

The request to execute a student placement agreement with an agency requires the university and facility contact person information for sending the request for implementation to the appropriate administrator.

1. Name of Agency: _____ Ravenswood City School District_____

a. Administrator Contact Information

Name:	Gina Sudaria
Title	HR Director
Department:	
Telephone Number:	(650) 329-2800
Email:	gsudaria@ravenswoodschools.org
Mailing Address:	Ravenswood City School District 2120 Euclid Ave, East Palo Alto, CA 94303

b. Program Coordinator Contact Information

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	

2. _____ Cal State East Bay_____

a. Program Coordinator Contact Information:

Name:	Greg Jennings
Title	School Psychology Coordinator
Department:	Department of Educational Psychology
Telephone Number:	(510) 885-2296
Email:	Greg.jennings@csueastbay.edu
Mailing Address:	California State University, East Bay 25800 Carlos Bee Blvd, AE 382 Hayward, CA 94542



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District
ADMINISTRATIVE OFFICE

2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-1072

Board Members:

Ana Maria Pulido, President
Sharifa Wilson, Vice President
Marielena Gaona-Mendoza, Clerk
Dr. Charlie M. Knight, Member
Marcelino Lopez, Member

Dr. Gloria M. Hernández-Goff
Superintendent

Inter-Departmental Correspondence
Curriculum and Instruction

Date: 1/31/18

Board Meeting Date: 2/8/18

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Trustees

From: Dr. Gloria Hernandez-Goff, Superintendent

Subject: MOU with EnCorps, STEM Teacher Fellowship

Quick Summary/Abstract:

- The EnCorps STEM Teachers Fellowship recruits, selects, develops and supports the best and brightest STEM professionals and military veterans, as an innovative, long-term solution to the shortage of high quality, impactful educators for under-resourced students in high needs schools.
- In 2018, an EnCorps Fellow would be placed in the RMS Makerspace classroom to support (and learn from) the Makerspace teacher there. This program could be rolled out to other sites in future years/semesters.

Rationale:

- As Ravenswood builds out a comprehensive middle school, we will need to recruit teachers with CTE credentials if we plan to offer electives in areas such as makerspace, robotics, computer science.
- Supports LCAP Goal 1.01A: All students will be served by teachers who are appropriately assigned and fully credentialed in their subject areas. We will provide high quality instruction to our low income, English Learners, and foster youth by recruiting and retaining highly qualified teachers.

Fiscal Impact:

- No cost to the district



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District BUSINESS SERVICES

2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-1072

Board Members:

Ana Maria Pulido, President
Sharifa Wilson, Vice President
Marielena Gaona-Mendoza, Clerk
Dr. Charlie M. Knight Member
Marcelino Lopez, Member

Dr. Gloria M. Hernandez-Goff
Superintendent

Memorandum of Understanding BETWEEN Ravenswood City School District AND EnCorps STEM Teachers Program

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **EnCorps STEM Teachers Program (EnCorps)**. The purpose of this agreement is to formalize and clarify any expectations of and the relationship between the parties involved, thereby ensuring an effective working relationship for the implementation of (INSERT INFORMATION)

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

EnCorps Fellows commit to volunteering at a middle school site for a minimum of one academic semester, and are encouraged by EnCorps to volunteer with partners for one full academic year. Fellows shall start their volunteer experience with District only at the beginning of the academic year (August/September) or at the beginning of the second semester (January).

Fellows may volunteer in one of two ways with Partner:

1. **Tutoring.** Fellows volunteer to tutor students for a minimum of two hours per week at a consistent day and time, for a period of no less than one academic semester. Fellows are expected to work during tutoring times established by Partner, and to report to an employee of Partner whose job is to oversee and coordinate student tutoring ("Partner Staff").
 - Fellows shall provide academic support to students in the areas of math, science, and/or related fields (i.e. computer science, engineering). Fellows will self-identify the content areas in which they are comfortable tutoring.
 - Fellows shall work with students 1-on-1, or with small groups of students no larger than five, provided that all students in the group are working on the same material or assignment.
 - Fellows shall take direction, guidance, and feedback from Partner Staff in order to best serve the students they are working with. This includes participation in any orientation or training events Partner requires of Fellow.
2. **Guest Teaching.** Fellows volunteer in a math, science, engineering, technology, or related classroom during the normal school day for a minimum of two hours per week at a consistent day and time, for a period of no less than one academic semester. Fellows shall be supervised by a fully credentialed and experienced teacher who is employed by Partner and who chooses to host Fellow in their classroom ("Host Teacher").
 - Fellows shall assist Host Teacher in their class in any way Host Teacher sees fit, provided Fellow is working directly with students in an academic capacity.
 - Fellows may assist Host Teacher with various preparatory tasks as requested and appropriate. However, Host Teacher shall not request that Fellows grade student work for them, clean, organize or prepare lab or classroom supplies when they are not also doing so, or perform tasks unrelated to direct student academic support.
 - Fellows shall conduct structured observations of Host Teacher's class, as well as reflections of their experience. Observations and reflections will be shared with Host Teacher via Google Docs.
 - Toward the end of the Guest Teaching experience, Fellow shall be given the opportunity to plan and lead instruction twice, with support and supervision from their Host Teacher. After the lesson, Fellow shall receive formal feedback from Host Teacher, and when possible, EnCorps Staff.

- Fellows shall take direction, guidance, and feedback from Host Teacher in order to best serve the students they are working with. This includes participation in any orientation or training events Partner requires of Fellow.

Potential Benefits for Partner:

- Teachers, instructors, and program staff affiliated with Partner will receive support from a subject/content expert.
- Students served by Fellow will receive more opportunities for individualized attention.
- Students served by Fellow will have an opportunity to learn the relevance of their academic subject matter from an experienced industry professional.
- Partner will have the chance to meet and informally assess a dedicated and professional future teacher.
- Any Host Teachers that host a Fellow as a Guest Teacher in their classroom will receive a \$250 honorarium for each Fellow that is hosted. Honoraria will be paid only in the first year they host that Fellow. Host Teachers are required to administer a student survey and complete a Guest Teaching survey in order to receive this honorarium.

Benefits for EnCorps Fellows:

- Fellows are given the opportunity to experience the education profession firsthand before committing to a credentialing program.
- Fellows are able to meet and network with potential future employers.
- Fellows are able to immediately share their practical and applied knowledge and expertise with students directly.

II. TERMS OF UNDERSTANDING

This agreement is effective on January 1, 2018 and will remain in effect until the end of the academic year, or until terminated pursuant to Section IX. Upon the completion of the initial year, this MOU shall automatically renew for each subsequent academic year, unless either party terminates the relationship by providing sixty (60) days' written notice to the other party prior to the end of the then-current academic year. The MOU shall be reviewed quarterly to ensure that it is fulfilling its purpose and to make any necessary revisions.

Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties.

III. SCHOOL and DISTRICT OBLIGATIONS

- A. The DISTRICT will ensure that an appropriate administrator will be designated for assistance in implementing the partnership. The administrator will perform, but is not limited to, the following functions:
 - Read and understand EnCorps' Partnership Guide;
 - Sign this memorandum of understanding (MOU) with EnCorps in advance of the beginning of Fellows volunteering with Partner;
 - Help EnCorps Staff identify tutoring staff and Host Teachers and connect them with EnCorps Staff;
 - Be available to EnCorps Fellows and EnCorps Staff to address questions or concerns as they arise; and
 - Proactively contact your regional EnCorps Staff if any concerns arise.
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and RCSD* for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc. EnCorps expects the following from District Staff:

Fellow, EnCorps Staff, and Partner Staff will participate in an initial orientation meeting before Fellow's volunteering begins. EnCorps Staff will facilitate this meeting at Partner's location.

Fellow and Partner staff / Host Teacher shall establish a regularly scheduled meeting time or mechanism to meet, at least once every other week for no less than fifteen (15) minutes.

EnCorps Fellows, Partner Staff, and Host Teachers shall assume responsibility for contacting EnCorps Staff should issues or questions arise. If the Fellow is not fulfilling their time commitment, or behaves in a manner that is inconsistent with Partner's expectations, Partner shall contact EnCorps Staff immediately so that the problem can be addressed. In the absence of communication from Partner or Fellow, EnCorps Staff shall reach out to both Fellows and Partner Staff at least once per academic semester.

Partner Staff (Tutoring) shall:

- Be familiar with EnCorps and EnCorps' Tutoring Handbook;
- Participate in an initial orientation meeting with the EnCorps Staff and Fellow;
- Provide opportunities for the Fellows to work with students in a variety of settings during designated tutoring times and ensure that students are present to meet with Fellow;
- Make time to meet with the Fellows at least once every other week (for 10-15 minutes) to field questions, give formal feedback, or debrief the Fellow's experience;
- Observe Fellows when they are tutoring or guest teaching and provide feedback periodically to both the Fellows and EnCorps staff;
- Proactively contact EnCorps Staff if any concerns arise; and
- Complete EnCorps' Partner survey, and administer EnCorps' Student Survey to students who worked with Fellows more than three times in an academic semester. Both surveys shall be completed at the end of the semester and submitted before the last day of the school year.

Additionally, Partner is responsible for scheduling and managing student appointments with Fellows, according to the schedule mutually agreed upon with the Fellow. This includes the frequency and duration of sessions, location of sessions, and when the tutoring shall be discontinued. If the student will be managing his/her schedule with the EnCorps Fellow directly, Partner is responsible for ensuring that the student(s) is/are comfortable with all of the logistics listed above. Partner is responsible for proactively communicating any schedule changes with the EnCorps Fellow.

Host Teachers (Guest Teaching) shall:

- Be familiar with EnCorps and EnCorps' Guest Teaching Handbook;
- Actively choose to host an EnCorps Fellow in their classroom, and have the teaching experience and professional capacity to utilize this resource effectively;
- Participate in an initial orientation meeting with the EnCorps Staff and Fellow;
- Provide opportunities for the Fellows to provide direct academic support to students in their class;
- Make time to meet with the Fellow at least once every other week (for 10-15 minutes) to field questions, provide feedback, or debrief the Fellow's experience;
- Allow the Fellow to lead instruction at least twice during the semester;
- Support and provide feedback to the Fellow on their whole-group lesson plan before they lead instruction, observe while they are teaching, and subsequently provide feedback;
- Proactively contact EnCorps Staff if any concerns arise; and
- Complete EnCorps' Partner survey and administer EnCorps' Student Survey to students who were in classes where Fellows were present. Both surveys should be completed at the end of the semester and submitted before the last day of the school year. When the Partner survey and student surveys are completed, and the honorarium form and W9 has been received by EnCorps staff, the \$250 honorarium is paid.

Additionally, Host Teacher is responsible for scheduling and managing student appointments with Fellows, according to the schedule mutually agreed upon with the Fellow. Partner is responsible for proactively communicating any schedule changes with the EnCorps Fellow.

- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
- E. The DISTRICT will provide student report card and student progress information to EnCorps for instructional placement.

RCSD agree to the reporting process outlined in Appendix A.

IV. *EnCorps*

- A. **EnCorps** agrees to provide stated service as in Section I to the schools identified in section III.A.2. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and **EnCorps** (e.g. field trips, etc.).
- B. **EnCorps** agrees to collaborate with the Director of Student Services and/or District Summer Program Coordinator and other RCSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
- C. **EnCorps** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. **EnCorps** agrees that services provided by **EnCorps** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to **EnCorps** primary oversight.
- E. **EnCorps** staff will ensure that there is **20:1 student to supervisory^a staff ratio** at all times.
- F. **EnCorps** will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
 - 1. have an AA or BA degree or
 - 2. have 48 semester or 72 quarter college units or
 - 3. Have a passing status on the Instructional Aid Exam administered by RCSD.
- G. **EnCorps** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. **EnCorps** agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- I. **EnCorps** agrees that when its interns and volunteers are utilized, staff from **EnCorps** will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- J. **EnCorps** agrees to ensure that all of their staff who will be on school property or work with students has proof of a negative skin test or chest x-ray for Tuberculosis. **EnCorps** will provide RCSD with written verification that program staff has been cleared.
- K. **EnCorps** agrees to ensure that all program staff that will be on school property has proof of FBI and Department of Justice Child Abuse Index fingerprint clearance. **EnCorps** will provide RCSD with written verification that program staff has been cleared.
- L. **EnCorps** agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.
- M. **EnCorps** has in force, and during the term of this Agreement shall maintain in force, a Comprehensive General Liability Insurance policy with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage. The policy shall name as additional insured the Ravenswood City School District, its Board, officers and employees. The policy shall require the insurer to provide to the District a thirty- (30) day notice of any cancellation or reduction of such insurance.

V. **CONFLICT RESOLUTION**

^a Supervisory is defined as any one adult on school grounds in charge of 20 students or less, regardless of their status as an employee or volunteer.

The Parties agree that differences of opinion regarding personnel or service practices or Parties will be discussed. If resolution is not obtained then, decisions will be made after discussion between the Director of Student Services, Assistant Superintendent of Curriculum & Instruction, and *EnCorps* management representatives.

VI. NON-DISCRIMINATION

EnCorps and the DISTRICT shall not discriminate against any person rendering or receiving services pursuant to this Memorandum, on the basis of race, color, age, marital status, national origin, sex, creed, sexual orientation, or physical or mental disability, including HIV disease, as provided by State and Federal Law.

VII. HOLD HARMLESS

Each party is an independent contractor responsible for its acts and the acts of its officers, agents, and employees. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

VIII. CONFIDENTIALITY

The parties shall maintain the confidentiality of all records generated during the period of this agreement pursuant to applicable Federal and State laws.

IX. TERMINATION

This Agreement may be terminated by either party by giving a minimum of thirty (30) days advance written notice to all parties.

X. GENERAL TERMS

Should it be determined that any term of this MOU is unenforceable, that term shall be deemed deleted. The validity of the remaining terms shall not be affected by the deletion of the unenforceable term.

The laws of the State of California shall apply.

If a conflict is not resolved pursuant to part V above, any controversy or claim arising out of or relating to this MOU, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. The arbitration hearing shall take place in the Greater San Francisco Bay Area before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Any amendments to this MOU must be in writing executed by both parties.

This Agreement constitutes the entire agreement and understanding between EnCorps and Partner and replaces all prior negotiations, discussions or proposals.

XI. **NOTICES**

All notices of the parties shall be in writing and shall be addressed as set forth below:

EnCorps

David Taus
Bay Area Director
2121 Avenue of the Stars, Suite 202
Los Angeles, CA, 90067
510-708-3224,
david.taus@encorps.org

TO SCHOOL DISTRICT:

Dr. Gloria M. Hernandez-Goff
Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

Copy to:

Lorena Morales-Ellis
Assistant Superintendent C&I
Ravenswood City School District
2110 Euclid Avenue
East Palo Alto, CA 94303

Copy to:

Steven J. Eichman
Chief Business Official
Ravenswood City School District
2110 Euclid Avenue
East Palo Alto, CA 94303

SIGNATURE PAGE

XI. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

RAVENSWOOD CITY SCHOOL DISTRICT

Dr. Gloria M. Hernandez, Superintendent

Date

EnCorps

Executive Director

Date

APPENDIX A

REPORTING PROCESS OF CHILD ABUSE, CHILD NEGLECT, HARM TO SELF OR HARM TO OTHERS

RAVENSWOOD CITY SCHOOL DISTRICT and *EnCorps*

The DISTRICT and the schools within the district and *EnCorps* agree to the following process in the case of a student within the district reporting child abuse, child neglect, harm to self or harm to others:

1. In the case of harm to self, harm to others, or reporting of child abuse, *EnCorps* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *EnCorps* staff-person will make a verbal and written report to that after school program site coordinator and/or school administrator.
2. The district's school sites shall carry out the reporting responsibilities (reports to law enforcement/child protective agencies) required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) These include reports of the known or suspected instance of abuse to the child protective agency immediately, or as soon as practically possible, by telephone and by sending a written report within 36 hours of receipt of information by *EnCorps*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *EnCorps* confirming that the verbal report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency.

The school will also send a facsimile transmission immediately, or as soon as practically possible, to *EnCorps* confirming that a written report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency within thirty-six (36) hours.

4. *EnCorps* staff will send a letter concerning the incident within twenty-four (24) hours to the Director of Student Services. (Director should be notified immediately along with site coordinator- Director should be aware and will be consulted in the event that a report is made – probably move this up in your process...)



Ravenswood City School District
ADMINISTRATIVE OFFICE
2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-1072

Board Members:
Ana Maria Pulido, President
Sharifa Wilson, Vice President
Marielena Gaona-Mendoza, Clerk
Dr. Charlie M. Knight, Member
Marcelino Lopez, Member

Dr. Gloria M. Hernández-Goff
Superintendent

Inter-Departmental Correspondence
Business Services

Date: February 8, 2018
Board Meeting Date: February 8, 2018
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Dr. Gloria Hernandez-Goff, Superintendent
Subject: Consideration to approve Earth Systems Proposal for Geotechnical Engineering Study and Geologic Hazards Evaluation at Ronald McNair Academy

Quick Summary/Abstract:

Earth Systems will perform a Geotechnical Engineering Study and Geologic Hazards Evaluation for the proposed new portable structures at Ronald McNair Academy. The proposal is based on the preliminary information provided by SVA Architects, Inc.

Rationale:

The list of scope of work is required by the State of California and will evaluate the subsurface conditions at the site and develop recommendations for the geotechnical aspects of the project, including evaluation of the liquefaction potential at the site.

Fiscal Impact:

Cost to the Ravenswood City School District is \$24,850 from Measure H Bond Fund

RECOMMENDATION:

That the Board of Trustees approve the Earth Systems Proposal.

Board Approved: _____



Earth Systems

48511 Warm Springs Boulevard, Suite 210 | Fremont, CA 94539 | Ph: 510.353.3833 | www.earthsystems.com

January 31, 2018

Proposal No.: FRE-18-01-023

Mr. Steve Eichman, CBO
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

PROJECT: RONALD MCNAIR ACADEMY – KINDERGARTEN PORTABLES
2033 PULGAS AVENUE
EAST PALO ALTO, CALIFORNIA

SUBJECT: Proposal for Geotechnical Engineering Study and
Geologic Hazards Evaluation

Dear Mr. Eichman:

As requested by Mr. Christopher Bradley of SVA Architects, Inc, on your behalf, Earth Systems Pacific (Earth System) is pleased to submit this proposal to perform a Geotechnical Engineering Study and Geologic Hazards Evaluation for the proposed new portable structures at Ronald McNair Academy. Our proposal is based on the preliminary information provided by SVA Architects, Inc. and our experience with similar projects of this type.

We understand that the project consists of the removal of the existing portable buildings and the construction of 5 new modular buildings at the site. Four of the modular buildings will serve as Kindergarten classrooms and the fifth modular building will be a modular restroom building. We understand that the project will also involve parking and drop-off improvements and the construction of two new playground structures. The new modular buildings are proposed to be developed with permanent foundations.

The subject site is located within a State Zone of Required Investigation for liquefaction potential as shown on California Geological Survey mapping. The scope of work proposed herein is intended to satisfy the requirements of Section 1803A.6, Geohazard Reports, of the 2016 edition of the California Building Code (Title 24) and Division of State Architect's (DSA) IR A-4.13.

The following is a summary of the anticipated scope of work for our Geotechnical Engineering Study and Geologic Hazards Evaluation.



SCOPE OF SERVICES

Geotechnical Engineering Study

The purpose of our investigation would be to evaluate the subsurface conditions at the site and develop recommendations for the geotechnical aspects of the project, including evaluation of the liquefaction potential at the site. To explore subsurface conditions at the site, we would be drilling exploratory borings and obtaining samples at appropriate intervals for laboratory testing. Our geotechnical investigation would consist of the following scope of work:

- A. Site reconnaissance and marking the site for Underground Service Alert, as required by state law. We would coordinate with district personnel to identify potential underground utilities in the area. A private utility locator would be retained to scan the potential drill sites for underground utilities.
- B. Submittal of Drilling Notification form to client, property owner (if different from client), and driller, and co-ordination of delivery of signed notification forms to San Mateo County Department of Environmental Health.
- C. Review of pertinent geotechnical literature for the site and vicinity.
- D. For exploration and identification of the subsurface conditions, we propose to drill 7 exploratory borings to depths of 5 to 50 feet below the existing ground surface. The subsurface profiles would be logged by a geologist or engineer from our firm. It is anticipated that the drilling operations will require one full day. The borings would be permitted and backfilled as required in accordance with our Annual Geotechnical Drilling Permit for San Mateo County. Unless a suitable location for discarding drilling spoils at the site is identified by School District personnel, the drill spoils would be barreled and left on site. Alternatively, the spoils can be hauled off site by the drilling company for an extra fee of \$700.
- E. A laboratory testing program would be performed on selected samples to determine the physical and engineering properties of the earthen materials encountered in the borings pertinent to the design of the project. Some of the anticipated laboratory testing includes: moisture content, dry density, Atterberg Limits, grain size analysis, R-Value, and corrosion potential.
- F. Evaluation of liquefaction potential at the site in accordance with CGS Special Publication SP117A.



- G. Based on the field and laboratory test results and our engineering analyses, we would provide information about the soil and groundwater conditions at the site and our conclusions and recommendations regarding:
- Site suitability,
 - Anticipated soil and groundwater conditions,
 - Site seismicity and seismic hazards, including the potential for liquefaction and liquefaction-induced ground subsidence,
 - Expansion potential of the near surface soils,
 - Corrosion potential of the near surface soils,
 - Site preparation and grading,
 - Foundation design criteria,
 - Anticipated settlements,
 - Pavement design,
 - Site drainage and finish improvements,
 - 2016 California Building Code (CBC) site class and general procedure design spectral response acceleration parameters.

Geologic/Seismic Hazards Evaluation

This evaluation would be performed according to California Geological Survey (CGS) Notes 44 and 48, and would include the following tasks:

1. Research of published and unpublished geologic maps and literature for the site and vicinity.
2. Interpretation of stereo aerial photographs of the site and vicinity as well as a site visit to determine local and regional geologic conditions.
3. Compilation of the geologic data and preparation of a written report section with appropriate graphics. The report would include a discussion of potential geologic hazards which may affect the site as well as potential mitigation methods which may be required.

FEES

OPTION 1 – RUSH TURNAROUND

Earth Systems understands that the project is under time constraints and as such is subject to our rush fee schedule. The rush cost of our Geologic Hazards Evaluation and Geotechnical Engineering Investigation would be a fixed fee amount of \$24,150.00. The breakdown of RUSH costs is as follows:



1) Preliminary job setup, Permitting and USA marking	\$1,200.00
2) Private Utility Locator	\$550.00
3) Field exploration	\$9,800.00
4) Laboratory testing of soil samples	\$4,800.00
5) Corrosion potential	\$450.00
6) Literature review	\$1,050.00
7) Liquefaction Analysis per SP117A	\$800.00
8) Report preparation with graphics	<u>\$5,500.00</u>
Sub-Total	\$24,150.00

Please note that the above estimate assumes that the drilling operations will take place on a weekend (February 10, 2018), that drill spoils will be left on the site and that the report would be completed within 2 weeks of completion of the field activities. Off haul of the drill spoils can be arranged as stated above for an additional fee of \$700.

OPTION 2 – STANDARD TURNAROUND

If the site can be drilled during the normal work week and the project can wait until a drill date of March 2, with the final report available 3 to 4 weeks from the completion of drilling activities, the cost of our Geologic Hazards Evaluation and Geotechnical Engineering Investigation would be a fixed fee amount of \$15,950.00. The breakdown of costs is as follows:

1) Preliminary job setup, Permitting and USA marking	\$950.00
2) Private Utility Locator	\$350.00
3) Field exploration	\$6,300.00
4) Laboratory testing of soil samples	\$2,400.00
5) Corrosion potential	\$350.00
6) Literature review	\$800.00
7) Liquefaction Analysis per SP117A	\$600.00
8) Report preparation with graphics	<u>\$4,200.00</u>
Sub-Total	\$15,950.00

Off haul of the drill spoils can be arranged as stated above for an additional for fee of \$700.

Invoicing

The fees for our services will be due upon presentation of our invoice. Periodic invoices may be submitted for major work elements (field investigation, laboratory testing and analysis/report preparation) as they are completed.



SCHEDULE AND CONDITIONS

Please note that the above quotation is a fixed fee that does not include charges for meetings, plan reviews, consultation, report revisions to address changes in design, or other such services. While any of these (or other) services may be necessary on this project, construction observation and testing services are required by the CBC and DSA. At this time, these fees cannot be reasonably estimated, however estimates for such fees can be prepared as the project reaches appropriate stages. Fees for these and other additional services available through our firm will be charged at the fee schedule rates in effect at the time of the request for services.

The fees and conditions of this proposal will remain in effect for a period of 90 days.

Standard Turnaround

The subsurface exploration program can be scheduled for Friday, March 2, 2018. The laboratory testing will take approximately 10 working days. The written report can be issued approximately 3 to 4 weeks after the completion of the field exploration program. Preliminary information can be provided to the client and design professionals as soon as it is available.

Rush Turnaround

The subsurface exploration program can be scheduled for Saturday, February 10, 2018. The laboratory testing will take approximately 5 working days. The written report can be issued approximately 2 weeks after the completion of the field exploration program. Preliminary information can be provided to the client and design professionals as soon as it is available.

Prior to initiating the subsurface investigation, Underground Service Alert would be contacted to locate utilities that fall within their scope of services. A utility locating company will be contracted to mark utilities in the vicinity of the boring locations, and we request that district maintenance personnel review the boring locations. Earth Systems will not be held responsible for damage resulting from the incomplete or incorrect identification of underground utility locations.

If the client finds the proposed scope of work, terms (attached), and fees satisfactory, the return of the attached work order, signed and dated by the party responsible for payment will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.



Ronald McNair Academy
East Palo Alto, California

6

January 31, 2018

Based on our current work load, it is anticipated that the supervising professionals for this project will be Girmay Weldegiorgis, GE 3099 and Brett Faust, CEG 2386.

We thank you for your consideration of our firm for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Christopher Cecile, PG 8991
Project Geologist

Attachments: Work Order
Terms of Service

Copy to: SVA Architects; Attn. Christopher Bradley

Doc. No.: 1801-050.PRP/kt

Girmay Weldegiorgis, GE 3099
Vice President



Earth Systems

48511 Warm Springs Boulevard, Suite 210 | Fremont, CA 94539 | Ph: 510.353.3833 | www.earthsystems.com

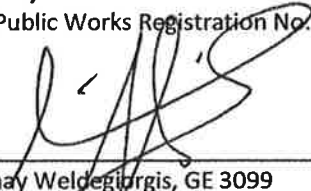
WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: January 31, 2018 **Proposal Number:** FRE-18-01-023
Doc. Number: 1801-050.PRP
Name of Project: Ronald McNair Academy – Kindergarten Portables
Order Received by: Girmay Weldegiorgis
Client Name: Ravenswood City School District, Attn. Mr. Steve Eichman, CBO
Client Address: 2120 Euclid Avenue, East Palo Alto, CA 94303
Location of Project: 2033 Pulgas Avenue, East Palo Alto, CA
Scope of Services: Geotechnical Engineering Study and Geologic Hazards Evaluation Study per Proposal dated January 31, 2018
Fees to be Charged: ☐ Option 1 - RUSH, \$24,150.00*. Check if accepted.
☐ Option 2 - Standard Turnaround, \$15,950.00. Check if accepted.
☐ Off haul of spoils for \$700.00. Check if accepted.

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

Earth Systems Pacific
DIR Public Works Registration No. 1000003643


Girmay Weldegiorgis, GE 3099
Senior Vice President

January 31, 2018

Date

**PLEASE RETURN A SIGNED COPY
TO EARTH SYSTEMS PACIFIC**

AGREED TO AND ACCEPTED:

Ravenswood City School District
Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

* Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given. **January 2018 Fee Schedule**



Earth Systems

48511 Warm Springs Boulevard, Suite 210 | Fremont, CA 94539 | Ph: 510.353.3833 | www.earthsystems.com

SB 854 DIR and eCPR Compliance Information Request

Thank you for this opportunity to be of service on your public works project. To allow us to comply with the DIR and eCPR requirements in a timely manner, please complete and return this form to Earth Systems.

Client's Project Name (Required)	RONALD MCNAIR ACADEMY - KINDERGARTEN PORTABLES
DIR Project ID (Required)	
Project No. (Optional)	
Contract ID (Optional)	
Awarding Body ID (Optional)	

For your convenience, below is Earth Systems' DIR registration information.

Earth Systems' Legal Name	Earth Systems Pacific
DIR Registration No.	1000003643
County	San Luis Obispo
Earth Systems' Trade Name	Earth Systems Pacific

For internal use by Earth Systems.

Earth Systems' Project No.	
Earth Systems' Start Date	

TERMS FOR SERVICES

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.