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“OUR CHILDREN – OUR FUTURE”

**Ravenswood City School District**  
**ADMINISTRATIVE OFFICE**  
2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 323-9454

*Board Members:*  
Tamara Sobomehin, President  
Stephanie Fitch, Vice President  
Marielena Gaona-Mendoza, Clerk  
Ana Maria Pulido, Member  
Sharifa Wilson, Member

Gina Sudaria  
*Interim Superintendent*

Inter-Departmental Correspondence  
Curriculum and Instruction

**Date:** April 10, 2019  
**Board Meeting Date:** **April 18, 2019**  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to approve the MOU between WestEd and Ravenswood City School District

**QUICK SUMMARY/ABSTRACT:**

The purpose of WestEd is to provide the following: Administration of the California Healthy kids Survey, the California Staf Survey, and the California School Parent Survey

**FINANCIAL IMPACT:**

The financial impact is \$2,500.

**RECOMMENDATION:**

For board approval

Board Approved: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING • 2018/19 SCHOOL YEAR

DISTRICT NAME: \_\_\_\_\_

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

### I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPA) according to the procedures in the Guidebook. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

### CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
  - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary Core survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.
  - Submit completed answer sheets and materials to your Regional Center.
  - CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

## CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that applicable staff complete the online (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

## CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

## PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2018-2019 school year.

## II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website ([calschls.org](http://calschls.org)).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

## III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

## IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

## V. GENERAL TERMS AND CONDITIONS

**Terms.** This MOU is effective on September 1, 2018 and expires on August 31, 2019.

**Amendments.** This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

**Indemnification.** District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU 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 resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU 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 resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

**Dispute resolution.** District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

**Assignment.** District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

**Execution.** Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

**District**

**Survey Administration Fees 2018-2019**

**All Fees Based on CDE Subsidized Rate**

*Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536*

<b>CHKS - Student</b>	
Survey fee	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

<b>CSSS - Staff</b>	
Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

<b>CSPS - Parent</b>	
Survey fee (Includes online English/Spanish surveys)	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

\* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

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District Representative:

WestEd Staff:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

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"OUR CHILDREN – OUR FUTURE"

## Ravenswood City School District

### ADMINISTRATIVE OFFICE

2120 Euclid Avenue, East Palo Alto, California 94303

(650) 329-2800 Fax (650) 323-9454

#### Board Members:

Tamara Sobomehin, President  
Stephanie Fitch, Vice President  
Marielena Gaona-Mendoza, Clerk  
Ana Maria Pulido, Member  
Sharifa Wilson, Member

Gina Sudaria

*Interim Superintendent*

### Inter-Departmental Correspondence Curriculum and Instruction

**Date:** April 10, 2019

**Board Meeting Date:** April 18, 2019

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorable Board of Trustees

**From:** Gina Sudaria, Interim Superintendent

**Subject:** Consideration to approve the MOU between Sewa International and Ravenswood City School District

#### **QUICK SUMMARY/ABSTRACT:**

The purpose of Sewa's ASPIRE program is teaching and learning beyond the classroom for underprivileged children. Focusing on students learning lifelong skills of critical thinking and problem solving.

#### **FINANCIAL IMPACT:**

There is no financial impact.

#### **RECOMMENDATION:**

For board approval

Board Approved: \_\_\_\_\_



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## ***Ravenswood City School District***

### **ADMINISTRATIVE OFFICE**

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

#### *Board Members:*

Tamara Sobomchin, President  
Stephanie Fitch, Vice President  
Marielena Gaona-Mendoza, Clerk  
Ana Maria Pulido, Member  
Sharifa Wilson, Member

Gina Sudaria

*Interim Superintendent*

## **Memorandum of Understanding**

### **BETWEEN**

**Ravenswood City School DISTRICT**

### **AND**

Sewa International

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School DISTRICT (DISTRICT)*** and ***Sewa International (Sewa)***, a 501 (c) (3) nonprofit that is primarily a volunteer service organization. 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 the afterschool tutorial program **Achieving Student Progress, Instilling Resilience and Excellence** or **ASPIRE**, that *Sewa* is providing to the *DISTRICT*.

### **I. DESCRIPTION OF SERVICES AND PURPOSE OF COLLABORATION**

The purpose of *Sewa's* ASPIRE program is teaching and learning beyond the classroom for underprivileged children. We will concentrate on improving their critical thinking and problem solving, promote healthful habits, strengthen activities on new soft skills, increase their cultural sensitivity and awareness. In our experience with schools with similar background ASPIRE program has been proven to help children develop emotionally, socially, and intellectually.

This program is beyond a knowledge transfer or helping for homework, it focuses on students learning lifelong skills of critical thinking and problem solving.

### **II. TERMS OF UNDERSTANDING**

This agreement is effective on **03-11-2019** and will remain in effect until **06-15-2020**, 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 both parties.

### III. DISTRICT OBLIGATIONS

- A. The *DISTRICT* will ensure that an appropriate administrator will be designated for assistance in implementing ASPIRES. The administrator will perform, but is not limited to, the following function
  - A.1. The *DISTRICT* agrees to appoint *DISTRICT* staff, as necessary, to act as the primary point of contact between the *DISTRICT* and *Sewa* for the development of a strategic plan to serve Ravenswood students.
  - A.2. The *DISTRICT* agrees that *DISTRICT* staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- B. The *DISTRICT* agrees that Ravenswood City School 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.
- C. The *DISTRICT* will provide professional development to assist *Sewa* in aligning goals to the *DISTRICT* Common Core curriculum.
- D. The *DISTRICT* will provide student report card and student progress information to *Sewa* for instructional placement.
- E. *DISTRICT* agrees to the reporting process outlined in Appendix A.

### IV. SEWA'S OBLIGATIONS

*Sewa* agrees to provide stated service as in Section I to the *DISTRICT*. Representatives from *DISTRICT* and *Sewa* will jointly determine activities outside those specified in the stated services in Section I (e.g. field trips, etc.).

- A. *Sewa* agrees to collaborate with the Director of Student Services and/or *DISTRICT* Summer Program Coordinator and other *DISTRICT* staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
- B. *Sewa* agrees to work with the *DISTRICT* Child Nutrition Services for any food service needs.

*Sewa* agrees that services provided by *Sewa* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School *DISTRICT* as a supplement to *Sewa's* primary oversight.

- C. *Sewa* staff will ensure that there is 20:2 student to supervisory<sup>a</sup> staff ratio at all times.
- D. *Sewa* will ensure that all staff in a supervisory position within the 20:2 ratios will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
  - 1. Have an AA or BA degree or

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<sup>a</sup> 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.

2. Have 48 semester or 72 quarter college units or
3. Have a passing status on the Instructional Aid Exam administered by the *DISTRICT*.

*Sewa* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes periodically.

- E. *Sewa* 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.

*Sewa* agrees that when its employees, interns and volunteers are utilized, staff from *Sewa* 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 20:2 students to staff ratio.

- F. *Sewa* agrees to ensure that all of their staff on school property, or, work with students has proof of a negative skin test or chest x-ray for Tuberculosis.
- G. *Sewa* will provide the *DISTRICT* with written verification that program staff has been cleared.

*Sewa* 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. *Sewa* will provide the *DISTRICT* with written verification that program staff has been cleared.

- H. *Sewa* 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.
- I. *Sewa* 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 *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 together. If resolution is not obtained then, decisions will be made after discussion between the Director of Student Services, Assistant Superintendent of Curriculum & Instruction, and *Sewa* management representatives.

## **VI. NON-DISCRIMINATION**

*Sewa* 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:

**Sewa**  
Mallika Dhapodkar  
Bay Area Coordinator, ASPIRE  
1712 HWY 6 South, Houston, TX 77282  
Phone number: 617-314-1793  
Email: aspire-ba@sewausea.org

Copy to:

**DISTRICT**  
Superintendent  
Ravenswood City School District  
2120 Euclid Avenue  
East Palo Alto, CA 94303

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

Copy to:

Chief Business Official, 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***

\_\_\_\_\_  
Gina Sudaria, Active Superintendent

\_\_\_\_\_  
Date

***Sewa International***

*Sree Sreenath*

**03/01/2019**

\_\_\_\_\_  
Sree Sreenath (President)

\_\_\_\_\_  
Date

## APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Sewa*

The *DISTRICT* and the schools within the district and *Sewa* 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:

In the case of harm to self, harm to others, or reporting of child abuse, *Sewa* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *Sewa*

1. Staff-person will make a verbal and written report to that after school program site coordinator and/or school administrator.

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 *Sewa*

2. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *Sewa*
3. 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 *Sewa* 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. *Sewa* 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...)

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**ADMINISTRATIVE OFFICE**  
2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 323-9454

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Ana Maria Pulido, Member  
Sharifa Wilson, Member

Gina Sudaria  
*Interim Superintendent*

Inter-Departmental Correspondence  
Curriculum and Instruction

**Date:** April 10, 2019  
**Board Meeting Date:** **April 18, 2019**  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to approve the MOU between Nuestra Casa de East Palo Alto and Ravenswood City School District

**QUICK SUMMARY/ABSTRACT:**

The purpose of Nuestra Casa de East Palo Alto is to recruit and train 60 multicultural parents to equip them with the necessary tools to allow them to better support their middle school aged children.

**FINANCIAL IMPACT:**

There is no financial impact.

**RECOMMENDATION:**

For board approval

Board Approved: \_\_\_\_\_



## 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  
Marco Chavez, Clerk  
Marcelino Lopez, Member  
Dr. Charlie Knight, Member

Dr. Gloria M. Hernandez-Goff  
*Superintendent*

“OUR CHILDREN – OUR FUTURE”

**Memorandum of Understanding  
BETWEEN  
Ravenswood City School District  
AND  
Nuestra Casa de East Palo Alto**

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Nuestra Casa de East Palo Alto**. 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 the **Spring 2019 Parent Academy II – Advanced**.

### I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

For the past 5 years, Nuestra Casa has offered a 6-week Parent Academy training series to RCSD middle school parents. Each year, we recruit and train 60 multicultural parents to equip them with the necessary tools to allow them to better support their middle school aged children. Our Parent Academy facilitators are all culturally competent and highly equipped staff members with deep roots in the EPA community. For this upcoming Spring 2019 cycle, we aim to offer our Parent Academy II curriculum, so we will be inviting parents who have already participated in our Parent Academy I sessions. As customary, we will look to engage and recruit a balanced parent population comprised of Latinos, African Americans and Pacific Islanders. The program will commence on April 17<sup>th</sup> and culminate on May 29<sup>th</sup>. **\*\*All costs associated with this program will be paid for by Nuestra Casa.**

### II. TERMS OF UNDERSTANDING

This agreement is effective on **4/17/19** and will remain in effect until **5/29/19**, 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 **the Parent Academy II Spring 2019 cycle**. The administrator will perform, but is not limited to, the following functions:

Ensuring that the school facilities are made available to Nuestra Casa and ensuring that there is a clear line of communication between all parties at all times.

- 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.
- E. The DISTRICT will provide professional development to assist N/A in aligning to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)
- F. The DISTRICT will provide student report card and student progress information to N/A for instructional placement. (INCLUDE ONLY IF APPLICABLE)

RCSD agree to the reporting process outlined in Appendix A.

#### IV. ***Nuestra Casa de East Palo Alto***

- A. ***Nuestra Casa*** 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 ***Nuestra Casa*** (e.g. field trips, etc.).
- B. ***Nuestra Casa*** 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. ***Nuestra Casa*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. ***Nuestra Casa*** agrees that services provided by ***Nuestra Casa*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***Nuestra Casa*** primary oversight.
- E. ***Nuestra Casa*** staff will ensure that there is **20:1 student to supervisory<sup>1</sup> staff ratio** at all times.
- F. ***Nuestra Casa*** 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. ***Nuestra Casa*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. ***Nuestra Casa*** 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.

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<sup>1</sup> 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.

- I. **Nuestra Casa** agrees that when its interns and volunteers are utilized, staff from **Nuestra Casa** 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. **Nuestra Casa** 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. **Nuestra Casa** will provide RCSD with written verification that program staff has been cleared.
- K. **Nuestra Casa** 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. **Nuestra Casa** will provide RCSD with written verification that program staff has been cleared.
- L. **Nuestra Casa** 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. **Nuestra Casa** 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 **Nuestra Casa** management representatives.

VI. **NON-DISCRIMINATION**

**Nuestra Casa** 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:

***Nuestra Casa de East Palo Alto***  
Andrés R. Connell, MNA  
Executive Director  
2396 University Ave.  
East Palo Alto, CA 94303

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

\_\_\_\_\_  
Gina Sudaria, Interim Superintendent

\_\_\_\_\_  
Date

*Nuestra Casa de East Palo Alto*

\_\_\_\_\_  
Andrés R. Connell, Executive Director

\_\_\_\_\_  
Date

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

### RAVENSWOOD CITY SCHOOL DISTRICT and *Nuestra Casa de East Palo Alto*

The DISTRICT and the schools within the district and *Nuestra Casa* 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, *Nuestra Casa* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *Nuestra Casa* 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 *Nuestra Casa*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *Nuestra Casa* 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 *Nuestra Casa* 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. *Nuestra Casa* 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...)

# The Parent Academy II

## Advanced Series

### Session Schedule

- |   |         |        |
|---|---------|--------|
| <b>Session #1</b>   | 4/17/19 | 6-8 pm |
| <b>Communication Strategies</b>   |         |        |
| ➤ Develop positive communication strategies, active listening, and knowing the importance of balancing love and discipline.                 |         |        |
| <b>Session #2</b>   | 4/24/19 | 6-8 pm |
| <b>Emotional Tools: Challenges Facing Teens (Part 1)</b>  |         |        |
| ➤ Examine the difference between common adolescent challenges and more serious problems including depression, anxiety, trauma, anger, PTSD. |         |        |
| <b>Session #3</b>   | 5/1/19  | 6-8 pm |
| <b>Emotional Tools: Challenges Facing Teens (Part 2)</b>  |         |        |
| ➤ Learn about tools you can use to be successful in reaching your teen that may be struggling psychologically.                              |         |        |
| ➤ Resources available in the community to aid your teens.   |         |        |
| <b>Session #4</b>   | 5/8/19  | 6-8 pm |
| <b>Creating a Healthy &amp; Productive Culture in the Home (Part 1)</b>   |         |        |
| ➤ Learn how your personal lives affect the overall culture of the home such as Money, Relationships and Stress.                             |         |        |
| ➤ Learn how to establish positive family values to create a productive culture at home, resulting in confident thriving teens.              |         |        |
| <b>Session #5</b>   | 5/15/19 | 6-8 pm |
| <b>Creating a Healthy &amp; Productive Culture in the Home (Part 2)</b>   |         |        |
| ➤ Examine various strategies and tools as well as resources in the community.   |         |        |
| ➤ Begin a conversation with other parents and question what is working for them and what is not.  |         |        |
| <b>Session #6</b>   | 5/22/19 | 6-8 pm |
| <b>Transitioning to High School &amp; College</b>   |         |        |
| ➤ Learn useful tips and strategies to help your teen prepare for high school and college.   |         |        |
| <b>The Parent Academy Graduation</b>  | 5/29/19 | 6-8 pm |

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AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Ravenswood City School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2019 through June 30, 2020:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

**3. CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**7. COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**8. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

**10. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**14. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Ravenswood City School District

Fagen Friedman & Fulfrost LLP

\_\_\_\_\_  
*Type or Print Name*

Chris Keeler  
\_\_\_\_\_

*Name*

\_\_\_\_\_  
*Type or Print Title*

Managing Partner  
\_\_\_\_\_

*Title*

\_\_\_\_\_  
*District Authorized Signature*



\_\_\_\_\_

*Signature*

DATE: \_\_\_\_\_

DATE: March 26, 2019



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

**Ravenswood City School District**  
***July 1, 2019 through June 30, 2020***

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$220 - \$250 per hour
Partner	\$265 - \$300 per hour
Of-Counsel	\$300 per hour
Paralegal/Law Clerk	\$140 - \$200 per hour
Paralegal/Law Clerk ( <i>Bar Admitted Outside CA</i> )	\$220 per hour
Education Consultant	\$230 per hour
Communication Services Consultant	\$250 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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SVA Architects, Inc.

3 MacArthur Place, Suite 850  
Santa Ana, California 92707  
T 949.809.3380

info@sva-architects.com  
www.sva-architects.com

March 26, 2019

**Mr. Steve Eichman**  
Chief Business Official  
**Ravenswood City School District**  
2100 Euclid Avenue  
East Palo Alto, CA 94303

**Re: Proposal for Ravenswood City School District at Ravenswood Middle School**

Dear Mr. Eichman,

This Letter of Understanding (the "LOU") shall serve as confirmation between **Ravenswood City School District (RCSD)**("Client") and **SVA Architects, Inc. ("SVA")** of our mutual understanding of the work to be performed for the **Ravenswood City School District ("Project")** located at Ravenswood Middle School (2450 Ralmar Ave, East Palo Alto, CA 94303).

**I. Development Objectives**

SVA will assist Ravenswood City School District with the following Scope of services:

- Programming
- Site level campus studies and supporting graphical site plans
- Work with District and District's Construction Manager to produce a project budget and project phasing schedule

**II. Compensation**

- A. The Client agrees to compensate SVA, in accordance with the terms and conditions of this Agreement, for services rendered hereunder of a fee equal to **Forty Thousand Dollars (\$40,000.00)**.
- B. Payment to SVA will be made monthly in the proportion to services performed.

Programming	25%
Campus Studies	60%
Project Budget and Phasing Schedule	15%

- C. Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.



D. SVA's hourly rates are as follows:

Partners at the fixed rate of Two Hundred Twenty-Five Dollars (\$225) per hour

- Principals at the fixed rate of Two Hundred Ten Dollars (\$210) per hour
- Senior Project Architect/Manager at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour
- Senior Project Designer at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour
- Project Architect/Manager at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Project Designer at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Job Captain at the fixed rate of One Hundred Fifty-Five Dollars (\$155) per hour
- Intermediate Designer and Intermediate Draftsman at the fixed rate of One Hundred Twenty-Five Dollars (\$125) per hour
- Junior Designer and Junior Draftsman at the fixed rate of One Hundred Dollars (\$100) per hour
- Administrative Staff at the fixed rate of Seventy-Five Dollars (\$75) per hour

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,

**SVA Architects, Inc.**

Robert M. Simons, AIA  
President & Partner  
License No.: C18301

**AGREED AND ACCEPTED:**

**Ravenswood City School District**

---

Signature

---

Name & Title

---

Date

Attachment: Terms and Conditions



Terms and Conditions

- A. Standard of Care: Architect shall not be responsible for the performance of the construction contract(s) or contract documents, project site safety, work or products, coordination, or any defects, deficiencies or effects resulting therefrom, by any design/builder, contractor, manufacturer, supplier, fabricator, consultant retained by design/builder, or any other third party (including anyone working or acting on behalf of any of them) except to the extent directly arising out of Architect's sole negligent acts, errors or omissions or willful acts.
- B. Additional Services: All work requested by Client that is outside of the Work described hereunder, shall be compensated to Architect on an hourly basis at the rates described herein.
- C. Revisions to the drawings or changes in the Work that are required as a result of: (1) unforeseen changes in construction; (2) the enactment of changes to applicable laws or building codes; (3) alterations requested by Client that are inconsistent with previous decisions or approvals, including revisions made necessary from changes in Client's program or budget; (4) Client's failure to render decisions in a timely manner; (5) any other circumstance beyond the control of Architect; or (6) changes in interpretation by any governing agency shall be billed as an additional services if Architect demonstrates to Client that an increase in Architect's cost has been incurred.
- D. Ownership of Documents: Any and all documents prepared as a result of the Services ("Instruments of Service") are and shall remain the property of Architect.
- E. Termination: Either party may terminate this Agreement on seven (7) days' written notice, provided only that such notice is based upon a good faith belief that the other party has materially breached this Agreement through no fault of the party initiating the termination.
- F. Limitation of Liability: Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect, that:
- The sole and exclusive remedy shall be against Architect and its corporate assets;
  - No officer, director or shareholder of Architect shall be sued or named as a party in any suit or action;
  - No judgment shall be taken against any officer, director or shareholder of Architect;
  - No writ of execution will ever be levied against the assets of any officer, director or shareholder of Architect;
  - The covenants and agreements contained in this section are enforceable by Architect and by any of Architect's officers, directors or shareholders.
- G. No apartment project shall be converted to "for sale" units without the prior written consent of Architect. Nor shall any apartment project be converted to condominiums as defined by California law without the prior written consent of Architect.
- H. No Third Party Beneficiaries: there shall be no third party beneficiaries to this Agreement.



- I. In the event Owner sells the property that is the subject of this Agreement prior to the completion of construction of the project, and the buyer of the Property elects to not retain Architect, then Architect shall grant the buyer a non-exclusive license to use, reproduce, modify, construct, publish, and/or distribute the Instruments of Service, solely for the Project for which they were prepared, upon a mutually agreed to license fee and release and indemnification of Architect from any and all liabilities, costs, expenses, damages, claims, and causes of action related to or arising out of the Instruments of Service.

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SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150  
Santa Ana, California 92707  
T 949.809.3380

info@sva-architects.com  
www.sva-architects.com

April 10, 2019

**Mr. Steve Eichman**  
Chief Business Official  
**Ravenswood City School District**  
2100 Euclid Avenue  
East Palo Alto, CA 94303

**Re: Proposal for Kindergarten Play Area Improvement Project at Belle Haven Elementary School for the Ravenswood City School District**

Dear Mr. Eichman:

This Letter of Understanding (the "LOU") shall serve as confirmation between **Ravenswood City School District (RCSD)** ("Client") and **SVA Architects, Inc.** ("SVA") of our mutual understanding of the work to be performed for the **Belle Haven Kindergarten Play Area Improvement** ("Project") located at Ravenswood City School District.

## II. Development Objectives

SVA Architects, along with their civil engineer and landscape architect will coordinate with the District's play structure consultant to provide Construction Documents and Construction Administration services for replacing the kindergarten play structure area at Belle Haven Elementary School.

The project will be submitted to the Division of the State Architect ("DSA") for an access-only over-the-counter review.

## II. Compensation

A. The Client agrees to compensate SVA, in accordance with the terms and conditions of this Agreement, for services rendered hereunder of a fee equal to **Thirty-Five Thousand Four Hundred Thirty-Five Dollars (\$35,435.00)**. The fee breakdown by project and discipline for Brentwood Elementary School Play Area Improvement, are as follows:

Discipline	Fee
Architectural	\$10,000.00
Landscape	\$15,435.00
Civil	\$10,000.00
<b>Total Fee</b>	<b>\$35,435.00</b>



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T 949.809.3380

info@sva-architects.com  
www.sva-architects.com

- B. **Supplementary Scope:** Due to the apparent location of the site property line, it is likely that storm drain and accessible parking improvements will need to be reviewed by the City of Menlo Park and/or SFPUC, in addition to the normal DSA review.

Discipline	Fee
Civil - City/SFPUC Submittals (only if required)	\$12,000.00

- C. Payment to SVA will be made monthly in the proportion to services performed.
- D. Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.

- E. SVA's hourly rates are as follows:

Partners at the fixed rate of Two Hundred Twenty-Five Dollars (\$225) per hour

- Principals at the fixed rate of Two Hundred Ten Dollars (\$210) per hour
- Senior Project Architect/Manager at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour
- Senior Project Designer at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour
- Project Architect/Manager at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Project Designer at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Job Captain at the fixed rate of One Hundred Fifty-Five Dollars (\$155) per hour
- Intermediate Designer and Intermediate Draftsman at the fixed rate of One Hundred Twenty-Five Dollars (\$125) per hour
- Junior Designer and Junior Draftsman at the fixed rate of One Hundred Dollars (\$100) per hour
- Administrative Staff at the fixed rate of Seventy-Five Dollars (\$75) per hour

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.



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**SVA Architects, Inc.**

6 Hutton Centre Drive, Suite 1150  
Santa Ana, California 92707  
T 949.809.3380

info@sva-architects.com  
www.sva-architects.com

Sincerely,

**SVA Architects, Inc.**

A handwritten signature in blue ink that reads 'Robert M. Simons' with a long horizontal flourish extending to the right.

Robert M. Simons, AIA  
President & Partner  
License No.: C18301

**AGREED AND ACCEPTED:**

**Ravenswood City School District**

---

Signature

---

Name & Title

---

Date

**Attachment: Terms and Conditions**

RS:NS  
M:\Contracts\Owner Contracts\2019\Belle Haven Kindergarten Playground\Ravenswood City SD\_ Belle Haven Kindergarten Playground\_Proposal\_041019.docx

## TERMS & CONDITIONS



- A. **Standard of Care:** Architect shall not be responsible for the performance of the construction contract(s) or contract documents, project site safety, work or products, coordination, or any defects, deficiencies of effects resulting therefrom, by any design/builder, contractor, manufacturer, supplier, fabricator, consultant retained by design/builder, or any other third party (including anyone working or acting on behalf of any of them) except to the extent directly arising out of Architect's sole negligent acts, errors or omissions or willful acts.
- B. **Additional Services:** All work requested by Client that is outside of the Work described hereunder, shall be compensated to Architect on an hourly basis at the rates described herein.
- C. **Revisions to the drawings or changes in the Work that are required as a result of:** (1) unforeseen changes in construction; (2) the enactment of changes to applicable laws or building codes; (3) alterations requested by Client that are inconsistent with previous decisions or approvals, including revisions made necessary from changes in Client's program or budget; (4) Client's failure to render decisions in a timely manner; (5) any other circumstance beyond the control of Architect; or (6) changes in interpretation by any governing agency shall be billed as an additional services if Architect demonstrates to Client that an increase in Architect's cost has been incurred.
- D. **Ownership of Documents:** Any and all documents prepared as a result of the Services are and shall remain the property of Architect.
- E. **Termination:** Either party may terminate this Agreement on seven (7) days' written notice, provided only that such notice is based upon a good faith belief that the other party has materially breached this Agreement through no fault of the party initiating the termination.
- F. **Limitation of Liability:** Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect, that:
- The sole and exclusive remedy shall be against Architect and its corporate assets;
  - No officer, director or shareholder of Architect shall be sued or named as a party in any suit or action;
  - No judgment shall be taken against any officer, director or shareholder of Architect;
  - No writ of execution will ever be levied against the assets of any officer, director or shareholder of Architect;
  - The covenants and agreements contained in this section are enforceable by Architect and by any of Architect's officers, directors or shareholders.
- G. **No Third Party Beneficiaries:** there shall be no third party beneficiaries to this Agreement.

**7**



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SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150  
Santa Ana, California 92707  
T 949.809.3380

info@sva-architects.com  
www.sva-architects.com

April 11, 2019

**Mr. Steve Eichman**  
Chief Business Official  
**Ravenswood City School District**  
2100 Euclid Avenue  
East Palo Alto, CA 94303

**Re: Proposal for Drop Off and Parking Lot Improvements at Brentwood Elementary School for the Ravenswood City School District**

Dear Mr. Eichman:

This Letter of Understanding (the "LOU") shall serve as confirmation between **Ravenswood City School District (RCSD)**("Client") and **SVA Architects, Inc.** ("SVA") of our mutual understanding of the work to be performed for the **Brentwood Elementary School Drop Off and Parking Lot Improvement** ("Project") located at Ravenswood City School District.

**I. Development Objectives**

SVA Architects, along with their civil engineer, electrical engineer, and landscape architect will provide design services to redesign the drop-off area, fencing configuration at the school entrance, parking lot, parking lot lighting and to correct the accessible path of travel between the parking lot and the school entrance.

The project will be submitted to the Division of the State Architect ("DSA"). The drop off improvement portion of the work in the public right-of-way will be submitted to the City of East Palo Alto.

**II. Compensation**

A. The Client agrees to compensate SVA, in accordance with the terms and conditions of this Agreement, for services rendered hereunder of a fee equal to **Forty Thousand Eight Hundred Twenty Dollars (\$40,820.00)**. The fee breakdown by project and discipline are as follows:

Discipline	Fee
Architectural	\$8,000.00
Civil Engineer	\$26,000.00
Landscape Architect	\$5,420.00
Electrical Engineer	\$1,400.00
<b>Total Fee</b>	<b>\$40,820.00</b>

B. Payment to SVA will be made monthly in the proportion to services performed.



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SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150  
Santa Ana, California 92707  
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- C. Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.
- D. SVA's hourly rates are as follows:

Partners at the fixed rate of Two Hundred Twenty-Five Dollars (\$225) per hour

- Principals at the fixed rate of Two Hundred Ten Dollars (\$210) per hour
- Senior Project Architect/Manager at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour
- Senior Project Designer at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour
- Project Architect/Manager at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Project Designer at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Job Captain at the fixed rate of One Hundred Fifty-Five Dollars (\$155) per hour
- Intermediate Designer and Intermediate Draftsman at the fixed rate of One Hundred Twenty-Five Dollars (\$125) per hour
- Junior Designer and Junior Draftsman at the fixed rate of One Hundred Dollars (\$100) per hour
- Administrative Staff at the fixed rate of Seventy-Five Dollars (\$75) per hour

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,  
SVA Architects, Inc.

Robert M. Simons, AIA  
President & Partner  
License No.: C18301

AGREED AND ACCEPTED:  
Ravenswood City School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

Attachment: Terms and Conditions

RS:NS

M:\Contracts\Owner Contracts\2019\Ravenswood City SD-Brentwood ES Drop Off and Parking Lot Improvements\Ravenswood City SD\_ Brentwood Elementary School Drop Off and Parking Lot Improvements\_Proposal\_041119.docx

## TERMS & CONDITIONS



- A. **Standard of Care:** Architect shall not be responsible for the performance of the construction contract(s) or contract documents, project site safety, work or products, coordination, or any defects, deficiencies of effects resulting therefrom, by any design/builder, contractor, manufacturer, supplier, fabricator, consultant retained by design/builder, or any other third party (including anyone working or acting on behalf of any of them) except to the extent directly arising out of Architect's sole negligent acts, errors or omissions or willful acts.
- B. **Additional Services:** All work requested by Client that is outside of the Work described hereunder, shall be compensated to Architect on an hourly basis at the rates described herein.
- C. **Revisions to the drawings or changes in the Work that are required as a result of:** (1) unforeseen changes in construction; (2) the enactment of changes to applicable laws or building codes; (3) alterations requested by Client that are inconsistent with previous decisions or approvals, including revisions made necessary from changes in Client's program or budget; (4) Client's failure to render decisions in a timely manner; (5) any other circumstance beyond the control of Architect; or (6) changes in interpretation by any governing agency shall be billed as an additional services if Architect demonstrates to Client that an increase in Architect's cost has been incurred.
- D. **Ownership of Documents:** Any and all documents prepared as a result of the Services are and shall remain the property of Architect.
- E. **Termination:** Either party may terminate this Agreement on seven (7) days' written notice, provided only that such notice is based upon a good faith belief that the other party has materially breached this Agreement through no fault of the party initiating the termination.
- F. **Limitation of Liability:** Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect, that:
- The sole and exclusive remedy shall be against Architect and its corporate assets;
  - No officer, director or shareholder of Architect shall be sued or named as a party in any suit or action;
  - No judgment shall be taken against any officer, director or shareholder of Architect;
  - No writ of execution will ever be levied against the assets of any officer, director or shareholder of Architect;
  - The covenants and agreements contained in this section are enforceable by Architect and by any of Architect's officers, directors or shareholders.
- G. **No Third Party Beneficiaries:** there shall be no third party beneficiaries to this Agreement.

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## AMENDMENT NO. 1

<b>Architect:</b>	SVA Architects, Inc. ("Architect") 2335 Broadway, Suite 301 Oakland, CA 94612	<b>Client:</b>	Ravenswood City School District ("Client") 2120 Euclid Ave East Palo Alto, CA
<b>Architect Contact:</b>	Christopher Bradley	<b>Client Contact:</b>	Steven Eichman (seichman@ravenswoodschools.org)
<b>Agreement Date:</b>	January 10, 2019 ("Agreement")	<b>Amendment Date:</b>	April 11, 2019 ("Amendment")
<b>Project Name:</b>	RCSD Kindergarten Play Area Improvement ("Project")	<b>Description:</b>	Additional DSA Requirements
<b>Job No:</b>	2018-40156.801	<b>Client Ref:</b>	n/a

### A. Scope of Services

SVA and its consultants shall provide the following services in accordance with the terms and conditions of the Agreement:

#### A. Brentwood Elementary School:

Provide civil engineering required for the accessible path of travel and accessible parking improvements required for DSA approval of the kinder area improvement project. Provide revisions to the fencing related to the kindergarten area per DSA Fire and Life Safety comments. Incorporate the toilet partition and door clearance revisions to the existing restrooms serving the Kindergarten area, per the DSA Access comments received. Provide structural engineering if needed, to widen the door to the restrooms to provide code required clearance.

#### B. Willow Oaks Elementary School:

Provide civil engineering required for the accessible path of travel and accessible parking improvements required for DSA approval of the kinder area improvement project. Incorporate the toilet partition and door clearance revisions to the existing restrooms serving the Kindergarten area, per the DSA Access comments received. Provide structural engineering if needed, to widen the door to the restrooms to provide code required clearance.

### B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Twenty-Seven Thousand Four Hundred Dollars (\$27,400.00)** as follows:

#### Brentwood Elementary School

Services/Discipline	Fee
Architect	\$5,000.00
Civil Engineer	\$7,000.00
Structural Engineer	\$1,200.00
<b>Total Fee</b>	<b>\$13,200.00</b>

#### Willow Oaks Elementary School

Services/Discipline	Fee
Architect	\$ 4,000.00
Civil Engineer	\$9,000.00
Structural Engineer	\$1,200.00
<b>Total Fee</b>	<b>\$14,200.00</b>



Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

<b>Architect:</b>	SVA Architects, Inc.
<b>Signature:</b>	
<b>Printed Name:</b>	Robert M. Simons, AIA Lic. No. C18301
<b>Title:</b>	President & Partner
<b>Date:</b>	

Approved and Accepted:

<b>Client:</b>	Ravenswood City School District
<b>Signature:</b>	
<b>Printed Name:</b>	Steven Eichman
<b>Title:</b>	Chief Business Official
<b>Date:</b>	

CB:NS

M:\Contracts\Owner Addenda\2018\2018-40156 Ravenswood City School District\oa2018-40156.801\_Amendment No.\_01 041119.docx



"OUR CHILDREN - OUR FUTURE"

**Ravenswood City School District  
Business Office**

2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 323-9454

*Board Members:*  
Tamara Sobomehin, President  
Stephanie Fitch, Vice President  
Marielena Gaona-Mendoza, Clerk  
Ana Maria Pulido, Member  
Sharifa Wilson, Member

Gloria M. Hernandez-Goff, Ed. D.  
*Superintendent*

**Date:** January 17, 2019

**To:** Honorable Board of Trustees

**From:** Dr. Gloria M. Hernandez-Goff, Superintendent

**Re:** Consideration to Approve Contract with SVA Architects for Kindergarten Play Area Improvement Projects

**QUICK SUMMARY/ABSTRACT:**

SVA Architects, along with their civil engineer and landscape architect, will coordinate with the District's play structure consultant to provide Construction Documents and Construction Administration services for replacing the kindergarten play structures.

**RATIONALE:**

SVA will provide architectural services for the above referenced scope.

**FINANCIAL IMPACT:**

The fee for services rendered is **Ninety-Eight Thousand Five Hundred Fifty-Four Dollars (\$98,554.00)**.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with SVA Architects to provide Construction Documents and Construction Administration services for replacing the kindergarten play structures.

**APPROVED JAN 17 2019**



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SVA Architects, Inc.

2335 Broadway, Suite 301  
Oakland, California 94612  
T 510.267.3180

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www.sva-architects.com

January 10, 2019

**Mr. Steven J. Eichman**  
Chief Business Official  
Ravenswood City School District  
2100 Euclid Avenue  
East Palo Alto, CA 94303

**Re: Proposal for Kindergarten Play Area Improvement Projects at Brentwood Elementary School, Costafio Elementary School, and Willow Oaks Elementary School for the Ravenswood City School District**

Dear Mr. Eichman:

This Letter of Understanding (the "LOU") shall serve as confirmation between Ravenswood City School District (RCSD)("Client") and SVA Architects, Inc. ("SVA") of our mutual understanding of the work to be performed for the RCSD Kindergarten Play Area Improvement ("Project") located at Ravenswood City School District.

**I. Development Objectives**

SVA Architects, along with their civil engineer and landscape architect, will coordinate with the District's play structure consultant to provide Construction Documents and Construction Administration services for replacing the kindergarten play structure areas at the following campuses:

- Brentwood Elementary School
- Costafio Elementary School
- Willow Oaks Elementary School

The project will be submitted to the Division of the State Architect ("DSA") for an access-only over-the-counter review.

**II. Compensation**

A. The Client agrees to compensate SVA, in accordance with the terms and conditions of this Agreement, for services rendered hereunder of a fee equal to **Ninety-Eight Thousand Five Hundred Fifty-Four Dollars (\$98,554.00)**.

Services	Fee	Basis
Brentwood ES Kindergarten Play Area Improvement	\$34,318.00	Fixed Fee
Costafio ES Kindergarten Play Area Improvement	\$34,153.00	Fixed Fee



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Willow Oaks ES Kindergarten Play Area Improvement	\$30,073.00	Fixed Fee
---	-------------	-----------

The fee breakdown by project and discipline is as follows:

**1. Brentwood ES Kindergarten Play Area Improvement**

Discipline	Fee
Architectural	\$ 8,000.00
Landscape	\$17,318.00
Civil	\$ 9,000.00

**2. Costaño ES Kindergarten Play Area Improvement**

Discipline	Fee
Architectural	\$ 8,000.00
Landscape	\$17,653.00
Civil	\$ 8,500.00

**3. Brentwood ES Kindergarten Play Area Improvement**

Discipline	Fee
Architectural	\$ 8,000.00
Landscape	\$15,073.00
Civil	\$ 7,000.00

B. Payment to SVA will be made monthly in the proportion to services performed.

C. Reimbursement for any direct expenses will be 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.

D. SVA's hourly rates are as follows:

- Partners at the fixed rate of Two Hundred Twenty-Five Dollars (\$225) per hour
- Principals at the fixed rate of Two Hundred Ten Dollars (\$210) per hour
- Senior Project Architect/Manager at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour
- Senior Project Designer at the fixed rate of One Hundred Ninety-Five Dollars (\$195) per hour



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- Project Architect/Manager at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Project Designer at the fixed rate of One Hundred Seventy-Five Dollars (\$175) per hour
- Job Captain at the fixed rate of One Hundred Fifty-Five Dollars (\$155) per hour
- Intermediate Designer and Intermediate Draftsman at the fixed rate of One Hundred Twenty-Five Dollars (\$125) per hour
- Junior Designer and Junior Draftsman at the fixed rate of One Hundred Dollars (\$100) per hour
- Administrative Staff at the fixed rate of Seventy-Five Dollars (\$75) per hour

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,

SVA Architects, Inc.

Robert M. Simons, AIA  
President & Partner  
License No.: C18301

AGREED AND ACCEPTED:

Ravenswood City School District

Signature

Dr. Gloria Hernandez-Goff, Superintendent  
Name & Title

APPROVED JAN 17 2019

Date

Attachment: Terms and Conditions

## TERMS & CONDITIONS



- A. **Standard of Care:** Architect shall not be responsible for the performance of the construction contract(s) or contract documents, project site safety, work or products, coordination, or any defects, deficiencies of effects resulting therefrom, by any design/builder, contractor, manufacturer, supplier, fabricator, consultant retained by design/builder, or any other third party (including anyone working or acting on behalf of any of them) except to the extent directly arising out of Architect's sole negligent acts, errors or omissions or willful acts.
- B. **Additional Services:** All work requested by Client that is outside of the Work described hereunder, shall be compensated to Architect on an hourly basis at the rates described herein.
- C. **Revisions to the drawings or changes in the Work that are required as a result of:** (1) unforeseen changes in construction; (2) the enactment of changes to applicable laws or building codes; (3) alterations requested by Client that are inconsistent with previous decisions or approvals, including revisions made necessary from changes in Client's program or budget; (4) Client's failure to render decisions in a timely manner; (5) any other circumstance beyond the control of Architect; or (6) changes in interpretation by any governing agency shall be billed as an additional services if Architect demonstrates to Client that an increase in Architect's cost has been incurred.
- D. **Ownership of Documents:** Any and all documents prepared as a result of the Services are and shall remain the property of Architect.
- E. **Termination:** Either party may terminate this Agreement on seven (7) days' written notice, provided only that such notice is based upon a good faith belief that the other party has materially breached this Agreement through no fault of the party initiating the termination.
- F. **Limitation of Liability:** Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect, that:
- The sole and exclusive remedy shall be against Architect and its corporate assets;
  - No officer, director or shareholder of Architect shall be sued or named as a party in any suit or action;
  - No judgment shall be taken against any officer, director or shareholder of Architect;
  - No writ of execution will ever be levied against the assets of any officer, director or shareholder of Architect;
  - The covenants and agreements contained in this section are enforceable by Architect and by any of Architect's officers, directors or shareholders.
- G. **No Third Party Beneficiaries:** there shall be no third party beneficiaries to this Agreement.

9



"OUR CHILDREN – OUR FUTURE"

## Ravenswood City School District Business Office

2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 323-9454

*Board Members:*  
Tamara Sobomehin, President  
Stephanie Fitch, Vice President  
Marielena Gaona-Mendoza, Clerk  
Ana Maria Pulido, Member  
Sharifa Wilson, Member

Ms. Gina Sudaria  
Interim Superintendent

**Date:** April 18, 2019

**To:** Honorable Board of Trustees

**From:** Ms. Gina Sudaria, Interim Superintendent

**Re:** Consideration to Approve the Contract with Sodexo America to Provide Food Service Management Services

### **QUICK SUMMARY/ABSTRACT:**

The original contract was for the 2018-19 fiscal year and included the provision for the District to annually renew the Contract for four (4) additional one (1) year periods upon agreement between both parties. This contract amendment is for the 2019-20 fiscal year.

### **RATIONALE:**

Sodexo provides the District food service management services that include an electronic Point of Service (POS) meal/milk accounting system.

### **FINANCIAL IMPACT:**

The maximum dollar amount of this contract is equal to the fixed cost per meal multiplied by the number of meals, with a maximum dollar amount of \$1,227,604.

### **RECOMMENDATION:**

It is recommended the Board of Trustees approve the contract with Sodexo for the 2019-20 fiscal year.

**CONTRACT AMENDMENT**

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

5 Pages

Renewal (Extension Number)	Agreement Number (Base year)
<b>1</b>	<b>RFP#2018-19</b>
Amendment	
<b>1-A</b>	

1. This Agreement is entered into between the School Food Authority and Contractor named below:  
SCHOOL FOOD AUTHORITY'S NAME  
Ravenswood City School District  
FOOD SERVICE MANAGEMENT COMPANY'S NAME  
Sodexo America, LLC
2. This Amendment is effective from July 1, 2019 through June 30, 2020 and amends our original contract. The Amendment remains in effect until termination of current contract
3. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**NOTE:** The following terms have been amended to reflect current federal regulation.

**Cost Adjustment (Note: Modifies previous clause)**

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home Region, San Francisco (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

**J. Subcontract/Assignment (Note: Modifies previous clause)**

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

**Y. Sanctions (Note: New section)**

If the FSMC fails to perform the contract terms,

- FSMC will be required to provide in writing to the SFA how they will

ensure future contract compliance,

- Continued nonperformance will result in termination of this contract
- FSMC may be prohibited from bidding on future contracts with the SFA

#### **Z. Breach of Contract (Note: New section)**

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

#### **Q. Penalties (Note: Modifies previous clause)**

Costs resulting from the SFA's violations, alleged violations of, or failure to comply with, Federal, State, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

#### **X. Advice of counsel**

Remove reference to California *Education Code [EC]*, Section 45103.5[b]). Does not pertain to clause.

### **IV. Food Service Program**

#### **B. School Food Authority Responsibilities**

16. (Note: New clause) The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).

### **XIV. Buy American Requirements (Note: New section)**

#### **A. Food Service Management Company Responsibilities**

1. The Food Service Management Company (FSMC) must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).
2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
  - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

- b) Why competitive bids reveal the cost of domestic product are significantly higher, Ten Percent (10%) or greater, than the nondomestic product.

## **B. School Food Authority Responsibilities**

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an onsite administrative review and an offsite procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

## **V. U.S. Department of Agriculture Foods**

### **A. Food Service Management Company Responsibilities**

5. (**Note:** Modifies previous clause) The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).

### **B. School Food Authority Responsibilities**

4. (**Note:** New clause) The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

## Scope of Work (additional languages)

(**Note:** Small, Minority, Women Business and Buy American language was not previously included in the Scope of Work)

### J. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

### K. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR* 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products.** The Food Service Management Company (FSMC) must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
  - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.
  - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.
  - c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product.

### C. Menus

(Note: modify the first paragraph of the section) Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

**FOOD SERVICE MANAGEMENT COMPANY**

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

Sodexo America, LLC

BY *(Authorized Signature)*



DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Leslie Milinkovic, Regional Vice President

ADDRESS

9801 Washingtonian Blvd., Gaithersburg, MD 20878 Attn: Law Department

**SCHOOL FOOD AUTHORITY**

SCHOOL FOOD AUTHORITY NAME

Ravenswood City School District

BY *(Authorized Signature)*



DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

2120 Euclid Ave, East Palo Alto, CA 94303

**INSTRUCTIONS FOR USE**

1. Enter agreement number. Every agreement (contract) should have a number assigned to identify that contract. If there is not an agreement number, identify the contract by the year of the contract also known as base year.
2. Enter renewal number also known as extension number. The term can only be extended 4 times. Indicate the extension by applying 1 for year 1 of the extension from the base year or 2, 3 or 4.
3. Enter amendment number. The original agreement can be amended any number of times. Each amendment should have a unique identifier consisting of current extension number and sequential amendment letter (i.e., 3-A, 3-B, etc.)
4. Item 1: Enter the contractor's and the school food authority's name.
5. Item 2: Enter the term of the base year agreement. The term is the effective and expiration dates of the contract. If the contract amendment is extending the term, the expiration date would be the new expiration date.
6. Item 3: This part of the amendment form is used to indicate any provisions (paragraphs, sections, or sentences) to be amended. Show only the provisions being amended, and how they are being amended. For example, "Paragraph 6 is amended as shown: Payment shall be ~~monthly~~ quarterly."
7. The contractor's and school food authority's authorized signer should be identified, and signatures provided.



## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Sodexo America LLC

Contractor/Company Name

Award Number, Contract Number, or Project Name

Leslie Milinkovic

Name(s) and Title(s) of Authorized Representatives



March 1, 2019

#### INSTRUCTIONS FOR USE:

1. Enter renewal number (also known as extension number). The contract can only be extended four times. Indicate the extension by entering 1 for year 1 of the extension from the base year or 2, 3 or 4.
2. Enter agreement number. Every agreement (contract) should have a number assigned to identify that contract. If there is not an agreement number, identify the contract by the year of the contract also known as base year.
3. Item 1: Enter the contractor's and the school food authority's name.
4. Item 2: Enter the base year terms and the current extension terms. The term is the effective and expiration dates
5. Item 3: Enter the maximum dollar amount.
6. Item 4: Indicate **the current cost per meal**. Include the cost per meal table.
7. The contractor's and school food authority's authorized signer should be identified, and signatures provided.

<b>FOOD SERVICES CONTRACT</b>	<b>CONTRACT NUMBER</b> RFP #2018-19
	<b>REGISTRATION NUMBER</b>

**1** This contract is entered into between the school food authority and the food service management company named below:

**SCHOOL FOOD AUTHORITY NAME**

Ravenswood City School District

**FOOD SERVICE MANAGEMENT COMPANY NAME**

Sodexo America, LLC

**2** The term of this Contract is for one year, commencing on July 1, 2018 and ending on June 30, 2019

**3** The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by <sup>1</sup> the number of meals served **\$1,400,491**

**4** The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.

Request for Proposal Released	April 4, 2018
Contractor Proposal Received	May 22, 2018
Attached Terms and Conditions	Pages 2 - 9
Exhibit A: Scope of Work	Pages 22 - 27
Exhibit B: Schedule of Fees	Page 28

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

<b>FOOD SERVICE MANAGEMENT COMPANY</b>		<i>California Department of Education Use Only</i>
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)		
Sodexo America, LLC		
BY (Authorized Signature)	DATE SIGNED (do not type)	
<input type="checkbox"/> 	6/18/18	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Jude Medeiros, Regional Vice President</b>		
ADDRESS		
9801 Washington Blvd., Gaithersburg, MD 20878 Attn: Law Department		
<b>SCHOOL FOOD AUTHORITY</b>		
NAME of SFA		
Ravenswood City School District		
BY (Authorized Signature)	DATE SIGNED (do not type)	Exempt per:
<input type="checkbox"/>	<input type="checkbox"/>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Dr. Gloria M. Hernandez-Goff, Superintendent		

## Model Fixed-Price Contract

### I. Introduction

The Ravenswood City School District, hereinafter referred to as the school food authority (SFA), enters into this Contract with Sodexo America, LLC, hereinafter referred to as the food service management company (FSMC) to provide food service management assistance for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

### II. General Terms and Conditions

#### A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on July 1, 2018, and continue through June 30, 2019. After careful consideration, the SFA may annually renew this Contract for four additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7, *Code of Federal Regulations* [7 CFR], Section 210.16[d]).

#### B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Steven J. Eichman		Name: Jude Medeiros	
Title: Chief Business Official (CBO)		Title: Regional Vice President	
Phone: 650-329-2800 ext. 101	Cell Phone: 650-762-4716	Phone: 415-265-0074	Cell Phone: N/A
Fax: 650-322-9454	E-mail: <a href="mailto:seichman@ravenswoodschools.org">seichman@ravenswoodschools.org</a>	Fax: 301-987-4067	E-mail: <a href="mailto:Jude.medeiros@sodexo.com">Jude.medeiros@sodexo.com</a>

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: Mr. Steven J. Eichman	Name: Jude Medeiros
Title: CBO	Title: Regional Vice President
Address: 2120 Euclid Avenue East Palo Alto, CA 94303	Address: 9801 Washington Blvd., Gaithersburg, MD 20878 Attn: Law Department

## C. Fees

### 1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, *Code of Federal Regulations [2 CFR]*, sections 200 & 400).

### 2. Payment Terms

The FSMC shall submit monthly invoices by 10th of the following month that reflect all activity for the previous calendar month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, parts 200 or 400, as applicable. The SFA will pay invoices submitted by the FSMC within 30 calendar days of the invoice date. The SFA will pay invoices received by its accounting department by the 10<sup>th</sup> of the following month, if the invoices pass the SFA's audit (7 *CFR*, sections 210.14[a], 210.19[a], 210[c][3]). The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA (7 *CFR*, sections 210.19[a][1], 210.14[a], 210.21[f]).

### 3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund (2 *CFR*, Section 200.449).

### 4. Spoiled or Unwholesome Food

The SFA shall make no payment to the FSMC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the SFA for the meal

pattern, or does not otherwise meet the requirements of this Contract (7 *CFR*, Section 210.16[c][3]).

**D. Contract Cost Adjustment**

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract (2 *CFR*, Section 200.32[b][5]).

**E. Availability of Funds**

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

**F. Timeliness**

Time is of the essence in this Contract.

**G. Approval**

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19 [a][5]).

**H. Amendment**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

**I. Substantive Changes to Contract**

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract (7 *CFR*, Section 200.3245 [b][5]):

- The addition of a program
- A major shift in responsibilities for FSMC/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (2 *CFR*, Section 200.324 [B][4])

**J. Subcontract/Assignment**

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA.

**K. Written Commitments**

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

**L. Trade Secrets/Copyrights**

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law.

All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant (7 *CFR*, Section 200.315)
- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (2 *CFR*, Section 200.315[B])

**M. Severability**

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

**N. Counterparts**

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**O. Silence/Absence/Omission**

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

**P. Indemnification**

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

## **Q. Penalties**

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for **any and all damages**, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

## **R. Small and Minority Businesses - Prime Contractors and Subcontractors**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (2 *CFR*, Part 200.321[a][b][1-6])

**S.** Per Appendix II to 2 *CFR*, Part 200 the following provisions must be included (as applicable):

- a) Equal Employment Opportunity Clause per Executive Order 11246 (for contracts in excess of \$10,000)
- b) Davis Bacon Act (for construction contracts in excess of \$2,000)?
- c) Rights to Inventions Made Under a Contract or Agreement (if applicable)?
- d) Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] (Appendix II to 2 *CFR*, Part 200 (for contracts worth \$100,000 or more)?

## **T. Force Majeure**

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond

the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

2. Force majeure does not include any of the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
- Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
- Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).

Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

#### **U. Nondiscrimination**

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities (2 *CFR*, Section 210.23[b])

## **V. Compliance with the Law**

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with 2 CFR, Part 200, 7 CFR, parts 210 (NSLP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction, USDA FNS Instructions and policy, federal laws and regulations, California Education Code (EC), and California laws and regulations, where applicable.

## **W. Choice of Law**

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

## **X. Advice of Counsel**

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract (California *Education Code* [EC], Section 45103.5[b]).

## **III. Relationship of the Parties**

- A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (EC Section 45103.5).
- B.** Where the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, Afterschool Meal Supplements (AMS) under the NSLP, Seamless

Summer Feeding Option (SSFO), Fresh Fruit and Vegetable Program (FFVP), or Child and Adult Care Food Program (CACFP). (*EC* Section 45103.5).

- C. All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.
- D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

#### **IV. Food Service Program**

##### **A. Food Service Management Company Responsibilities**

1. The FSMC will provide the SFA with an electronic Point of Service (POS) meal/milk counting system. Such meal/milk counting system must eliminate any potential for the overt identification of free and reduced- price eligible students under 7 *CFR*, Section 245.8. This POS system will be used for the duration of this Contract and the SFA will not take an ownership interest or option in the POS system provided.
2. The SFA participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 *CFR* 210.21(d) and 220.16[d]).
3. The Respondent will document why anon-domestic food is being substituted for domestic foods. The documentation is intended to indicate if the alternative food is due to the cost of domestic being significantly higher than non-domestic foods and/or the domestic foods are not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision.
4. The Respondent will provide documentation about the percentage of domestic product in any processed end product. If the percentage is less than 51% then the respondent will notify the SFA of the non-domesticity of the process end product.
5. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

## **B. School Food Authority Responsibilities**

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 7 *CFR*, Section 210.7(c)).
2. The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meal and a la carte prices (7 *CFR*, sections 210.9[b][1] and 210.16[a][4]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR*, Section 210.8[a][1]).
4. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]).
5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).
6. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for

Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR*, Section 210.16[a][5]).

7. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).
8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
9. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and 7 *CFR*, Section 245.6).
10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).
11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided.
12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and 7 *CFR*, Section 245.7).
13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6a).
14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).
15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met at an SFA facility (7 *CFR*, Section 210.16[a][7]). Meals are prepared by the SFA on-site.

## V. U.S. Department of Agriculture Foods

### A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).
2. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
  - a. The FSMC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR*, Section 250.51[a])
  - b. The FSMC shall account for the full value of USDA Foods (7 *CFR*, Section 250.51) by:
    - i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
    - ii) Using the Average Price File for the school year that the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution Web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>
3. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR*, Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods (7 *CFR*, Section 250.13[e]).
5. The FSMC must use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service (7 *CFR*, Section 250.51[d]).

6. In accordance with 7 *CFR* Section 250.51(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin and of equal or better quality, in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products, which contain donated foods that may not be replaced with commercial substitutes. The SFA must ensure that such substitution has been made and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR*, Section 250.54(c).
7. According to 7 *CFR*, Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products.
8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250.
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods (7 *CFR*, Section 250.53[a][9]).
10. The distributing agency, subdistributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods (7 *CFR*, Section 250.53[a][10]).
11. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR*, Section 250.54(b).
12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods (7 *CFR*, Section 250.53[a][12]).

**B. School Food Authority Responsibilities**

1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).

2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).
3. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

## **VI. Meal Responsibilities**

### **A. The SFA shall:**

1. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program (7 *CFR*, Section 210.16[a]).
2. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, Part 210.
3. Retain sole control of the preparation, delivery, and service of meals.

## **VII. Food Service Management Company Employees**

- A.** The FSMC shall only place employees for work in the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following Web page:  
[http://www.fns.usda.gov/sites/default/files/cn/pofstandards\\_flyer.pdf](http://www.fns.usda.gov/sites/default/files/cn/pofstandards_flyer.pdf).

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

- A.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- B.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and

assignments to the SFA two (2) calendar weeks prior to the commencement of operation.

- C. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- D. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- E. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- F. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

#### **VIII. Books and Records**

- A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
- B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 200.336[a]).

- C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D. The SFA and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (2 *CFR*, Section 200.336[a]).

**IX. Monitoring and Compliance**

- A. The SFA shall monitor the food service operation through periodic on-site visits in order to develop recommendations for improvement of the food service program per 7 *CFR*, Section 210.16(a)(3).
- B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR*, Section 210.8(a). At a minimum, these internal controls shall include all of the following:
  - An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR*, Section 210.8[a][1])
  - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
  - A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

**X. Equipment, Facilities, Inventory, and Storage**

- A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on

the SFA's premises. Meals are prepared by the SFA on-site.

- B.** The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.
- D.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- E.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- F.** All USDA Foods shall remain with the SFA (7 *CFR*, Section 210.16[a][6]).
- G.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

## **XI. Certifications**

- A.** The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, Part 200 and 2 *CFR*, sections 180 and 417, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

**C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued, including:

- Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]):  
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
- Section 508 of the Clean Water Act (33 *U.S.C.* 1368):  
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
- Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. ([http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl)). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities

**D.** Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

**E.** Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

**F.** Energy Policy and Conservation Act:

<http://legcounsel.house.gov/Comps/EPCA.pdf>.

The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

**G.** Contract Work Hours and Safety Standards Act Compliance:

<http://www.dol.gov/compliance/laws/comp-cwhssa.htm> .

FSMC will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act.

## **XII. Insurance**

The parties shall maintain the following insurances:

### **A. Workers' Compensation Insurance**

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

### **B. Comprehensive or Commercial Insurance**

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

### **C. Property Insurance**

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

## **XIII. Termination**

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR*, Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, Section 210.16[d]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall

give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period (2 *CFR*, Section 200.339[a][3]). This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Part 200). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under 2 *CFR*, Part 200, Appendix II(B). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

## Scope of Work

### 1. Overview of Ravenswood City School District Food Service Program

#### A. Scale.

1. Belle Haven Elementary (Grades TK-5 & 8) 415 Ivy Drive, Menlo Park, CA 94025 School prepares and provides Breakfast, Lunch, Supper at the site.
2. Brentwood Academy (Grades K-5) 2086 Clarke Street, East Palo Alto, CA 94303. School prepares and provides Breakfast, Lunch, Supper at the site. Also prepares and delivers food to Opportunities Industrialization Center West, Inc. (OICW).
3. Cesar Chavez (Grade 8) and 4. Ravenswood Middle School (Grades 6 & 7) both are located at the same address 2450 Ralmar Avenue East Palo Alto, CA 94303. One central kitchen at site prepares and provides Breakfast, Lunch, Supper to the 4 schools.
5. Los Robles (Grades K-5 & 8) 2033 Pulgas Avenue, East Palo Alto, CA 94303.
6. Costafio/49ers Academy (Grades TK-5 & 8) 2695 Fordham Street, East Palo Alto, CA 94303. School receives Breakfast, Lunch and Supper at the site which is prepared at Ronald McNair. School prepares and provides Breakfast, Lunch & Supper at the site for students and KIPP Charter students residing at the school site. Meals are also prepared and delivered to Costafio.
7. Willow Oaks Elementary (Grades K-5 & 8) 620 Willow road, Menlo Park, CA 94025. School prepares and provides Breakfast, Lunch, Supper at the site.

The SFA employs 22 persons who provide food service to approximately 3,039 children at eight (8) sites, including eight (8) schools. The District may be asked to provide meals to its existing Charter Schools. feeding sites. The food service prepares approximately 1,039,950 meals (Breakfast, Lunch, and Supper) annually.

- #### B. Financial Goals.
- The FSMC will maintain full and complete financial and inventory records sufficient to meet all the federal and state requirements and in accordance with generally accepted accounting principles. Each month the FSMC shall provide to the Chief Business Official, all the financial and management reports accurately reflecting the status of the food service operation. All reports shall be in a format acceptable to the District and in sufficient details to allow independent verification of meals served for various programs, student eligibilities, food sales, commodity inventory for the purpose of monthly reimbursement claims and efficient management of the food service program.

- C. Management Goals. The FSMC shall work cooperatively with the Food Services Supervisor and/or the Chief Business Official in maintaining a high quality food program.
- D. Food Service Office and Staff. The food service office is located at District main office. The number of food service staff is 22.
- E. National School Lunch Program and School Breakfast Program.

**Participation:**

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	K-8	3,039	2,176	340	2,518	181
School Breakfast Program (SBP)	K-8	3,039	2,176	340	2,518	181
NSLP Afterschool Meal Supplements (AMS) (Snacks)	K-8	3,039	552	340	2,518	181
Seamless Summer Feeding Option (SSFO) - Lunch	K-8	875	820	-	875	-
Seamless Summer Feeding Option (SSFO) - Breakfast	K - 8	875	672		875	
Child and Adult Care Food Program (CACFP) - Supper	K-8	648	552	-	647	-

\*These numbers are based on full enrollment as of October 31 for the 2017-18 school year. There is no guarantee these numbers will be met.

## **2. Description of FSMC Responsibilities**

General: under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following:

- Assist and monitor for compliance related matter, including but not limited to the food regulations as defined by USDA, California Retail Food Code, and/or other compliance related matter as outlined by the San Mateo County Environmental Health Department.
- Provide Point-of-Sale equipment and price into the fixed price per meal. This will allow the SFA to continue to have the equipment necessary to be efficient and effective in providing the highest accountability standards in the most efficient way possible.
- Fully train SFA staff in the point-of-sale system. Note: This means on-going training for existing staff as well as training for new staff.

In addition, the FSMC will employ one (1) qualified professional to meet the FSMC responsibilities as outlined in the RFP.

Responsibilities of the FSMC shall include:

### **A. Purchasing of Supplies for the Food Service Program**

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

### **B. Facility or Site Operations**

The FSMC shall recommend:

- Safety programs for employees

- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

### **C. Menus**

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, 210.16[b][1]). Adhere to the menu planning meal patterns as required in 7 *CFR*, Sections 210.10 and 220.8.

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities

### **D. Quality Control**

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

### **E. Staff**

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and service

#### **F. Records**

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA

#### **G. Education**

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and/or the school board, upon request

#### **H. Reports**

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the 10th of each month (7 *CFR*, 210.16[c] [1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs

#### **I. Point of Service**

Provide and/or implement an accurate point of service meal/milk count; such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR*, Section 245.8

### **3. Specific FSMC Tasks**

- A. The FSMC must propose a fixed price per meal that uses minimally processed foods. FSMC recipes for the menu provided in the RFP shall include a list of specific ingredients used in the recipes.
- B. The FSMC must provide the efficiency and cost factors that allow the Food Service Fund to maximize its revenue potential.
- C. The FSMC must show meal participation data and meals per labor hour data to the Chief Business Official on a Monthly Basis.
- D. The FSMC may make recommendations based on the best practices to increase efficiency and reduce costs while maintaining high quality meals. All recommendations shall be submitted in writing to the Chief Business Official. The FSMC understands recommendations may or may not lead to action by the SFA.

**Exhibit B**

**Schedule of Fees**

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200.

All costs are based on the average daily participation of 3,039 students in the district and 180 number of school days and 20 Seamless Summer Days.

**Cost per Meal**

Note: Prices must **not** include values for USDA Foods,  
and must include all meal programs.

<b>LINE ITEM</b>	<b>UNITS*</b>	<b>RATE</b>	<b>TOTAL</b>
Breakfast	407,304	\$1.435	\$ 584,481
Lunch	391,680	\$1.435	\$ 562,061
Snacks	99,360	\$0.590	\$ 58,622
Seamless Summer Feeding Option - Lunch	16,400	\$1.435	\$ 23,534
Seamless Summer Feeding Option – Brkfst	13,440	\$1.435	\$ 19,286
Child and Adult Care Food Program Supper	99,360	\$1.435	\$ 142,582
Non reimbursable Meals	12,406	\$0.800	\$ 9,925
<b>TOTAL</b>	<b>1,039,950</b>	<b>\$1.347</b>	<b>\$1,400,491</b>

\*Units to be provided by SFA

**Fixed Price Per Meal with estimated CPI of 2.5%  
CPI Index: Bay Area Food Away From Home**

<b>Year</b>	<b>Rate</b>
<b>2019-2020</b>	<b>\$1.381</b>
<b>2020-2021</b>	<b>\$1.416</b>
<b>2021-2022</b>	<b>\$1.451</b>
<b>2022-2023</b>	<b>\$1.487</b>

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## DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 CFR, Section 3017.200:

1. The contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Sodexo America, LLC.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Jude Medeiros, Vice President NorAm Operations Schools

Name(s) and Title(s) of Authorized Representatives

Jude Medeiros  
Signature(s)

January 1, 2018

Date



**CONTRACT EXTENSION**

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

Renewal (Extension Number) <b>1</b>	Agreement Number (Base year) <b>RFP#2018-19</b>
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1. This Extension Agreement is entered into between the School Food Authority and Contractor named below:  
**SCHOOL FOOD AUTHORITY'S NAME**  
**Ravenswood City School District**

\_\_\_\_\_  
**FOOD SERVICE MANAGEMENT COMPANY'S NAME**  
**Sodexo America, LLC**

2. Base year contract term: Effective date: **July 1, 2018** Expiration date: **June 30, 2019**  
 Extension year: Effective date: **July 1, 2019** Expiration date: **June 30, 2020**

3. The maximum dollar amount of this contract is equal to the fixed cost per meal multiplied by the number of meals:  
**\$1,227,604 (maximum dollar amount)**

4. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: **(Note: This section is used to indicate the current cost per meal. Please include your cost per meal table.)**

<b>COST PER MEAL (NOTE: prices must NOT include values for USDA Foods)</b>			
LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	342,897	\$ 1.4815	\$ 508,002
Lunch	311,889	\$ 1.4815	\$ 462,064
Snacks	138,727	\$ 0.6090	\$ 84,485
Seamless Summer Breakfast	16,663	\$ 1.4815	\$ 24,686
Seamless Summer Lunch	19,515	\$ 1.4815	\$ 28,911
Child and Adult Care Food Program Supper	79,822	\$ 1.4815	\$ 118,256
Nonreimbursable Meals (\$1.00 Meal Equivalent)	1,500	\$ 0.8000	\$ 1,200
<b>Total Meals, Blended Rate &amp; Total</b>	<b>911,013</b>	<b>\$ 1.3475</b>	<b>\$ 1,227,604</b>

<b>FOOD SERVICE MANAGEMENT COMPANY</b>	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Sodexo America, LLC</b>	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Leslie Milinkovic, Regional Vice President</b>	
ADDRESS <b>9801 Washingtonian Blvd., Gaithersburg, MD 20878 Attn: Law Department</b>	
<b>SCHOOL FOOD AUTHORITY</b>	
SCHOOL FOOD AUTHORITY NAME <b>Ravenswood City School District</b>	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS <b>2120 Euclid Ave, East Palo Alto, CA 94303</b>	

**Attachment I: Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters**

**CERTIFICATION REGARDING LOBBYING**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Sodexo Operations, LLC

Street address: 9801 Washington Blvd.

City, State, Zip: Gaithersburg, Maryland 20878

CERTIFIED BY: (Type or Print)

TITLE: Leslie Milinkovic, SVP



March 1, 2019  
(Date)

(Signature)