



“OUR CHILDREN – OUR FUTURE”

Ravenswood City School District

ADMINISTRATIVE OFFICE

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

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

Ms. Gina Sudaria
Interim Superintendent

Inter-Departmental Correspondence
Curriculum and Instruction

Date: May 15, 2019
Board Meeting Date: May 23, 2019
Special Notice / Hearing: None
Vote Required: Majority

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

Quick Summary/Abstract:

The Healthcare Professionals will provide an all-inclusive service Monday – Friday; housing and compensation for each Healthcare Professional placed with client, includes recruitment, and permanent fees are a one-time fee per placement.

Discussion:

The approval of contract from August 21, 2019 to June 12, 2020.

Fiscal Impact:

Guaranteed hours: 37.50 hours every week (in accordance with the school approved 19-20 calendar).

RECOMMENDATION:

We recommend that the Board of trustee approve the contract between Ravenswood City School District (RCSD) and The Healthcare Professionals.

Board Approved: _____



Facility Confirmation Form

A. SCHEDULE OF RATES – Contract Healthcare Professionals:

The following schedule of rates is for healthcare professionals. Contract fees are all inclusive and include recruitment, housing and compensation for each Healthcare Professional placed with Client. Permanent fees are a one-time fee per placement.

Candidate Name:	Andrea Garcia
Facility Address:	RAVENSWOOD CITY SCHOOL DISTRICT 2120 Euclid Ave East Palo Alto, California 94303 Ph: 650-329-2800
Start Date - End Date:	August 21, 2019 to June 12, 2020
Description of Services:	RN-School
Float:	Float to Areas of Competency
Shift:	Monday- Friday
All-Inclusive Hourly Rate:	\$80.00/hr
Guaranteed Hours:	37.50 hours every week (In accordance with the school approved 19-20' calendar)
Approved Time Off:	N/A - TBD
Additional Information:	Mileage will be reimbursed on the IRS rate (This confirmation will be pending board approval.)

B. OVERTIME. Overtime includes all hours worked in excess of forty (40) hours in any work week. Overtime hours are paid at a minimum of 1.5 times the Employee’s regular hourly rate or in accordance with Federal, State, Wage and Hour Laws, whichever may be the lesser, provided such excess hours have been pre-approved by the Client and communicated, in writing, to THERAPIA STAFFING.

AGREED:

RAVENSWOOD CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Therapia Staffing, LLC

By: Michael Howard

Name: Michael Howard

Title: Director of Marketing

Date: 5/13/2019



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Interim Superintendent

Inter-Departmental Correspondence
Special Education Department

Date: May 8, 2019
Board Meeting Date: May 23, 2019
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Ms. Gina Sudaria, Interim Superintendent
Subject: Consideration to Approve a Contract with Jake Randall, an Independent Contractor (Licensed School Psychologist)

QUICK SUMMARY/ABSTRACT: During the months of February and March two (2) school psychologists resigned from their positions within the district. As a result the district has Initial and Triennial assessments that need to be completed.

RATIONALE: Approximately 37 assessments must be completed. Our current psychologists are picking up as many assessments as they can in addition to their already assigned assessments and are willing to commit to summer work as well, but there is still a need for an additional assessor to meet established timelines.

FINANCIAL IMPACT: The assessor will cost \$150 an hour and the contract is not to exceed \$24,000. The assessor will begin on June 1st and continue on through the summer as needed until the assessments, report writing, and IEP meetings are completed.

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract with Jake Randall, Licensed Educational Psychologist, to perform student assessment, report writing, and IEP meetings.

REQUEST AND AGREEMENT FOR INDEPENDENT CONTRACT CONSULTANT SERVICES

SECTION I REQUEST FOR SERVICES

Date of Request May 23, 2019	This Contract is an Amendment to an Existing Agreement <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	Board Approval Date
Please Check Dr. <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Miss. <input type="checkbox"/> Ms.	Name of Independent Contract Consultant: Jake Randall	Social Security Number N/A
Title/Position of Independent Consultant Jake Randall, Licensed Educational Psychologist	Professional Affiliation of Independent JMR Bilingual Psychological Services, Inc.	Telephone Number 415-518-9066
Address: 2641 Webster St, Apt #4, Berkeley, CA 94705		
Specify Service(s) to be performed by Independent Contract Consultant (Please attach additional sheets if more space is needed) To assist with student assessment, report writing and IEP meetings for students referred for Special Education. Commute time from office at 2641 Webster St., Apt #4, Berkeley, CA 94705 will be charged at the hourly rate.		
Date of Service From: AS NEEDED	Account Number To Be Charged	
Name of Requestor Ms. Jennifer Gravem	Site /Department Special Education Department	

The Ravenswood City School District shall agree to pay for services provided hereunder.

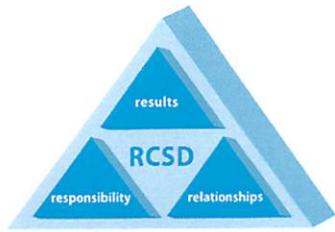
TOTAL NUMBER	RATE	TOTAL	TOTAL AMOUNT PAYABLE (NOT TO EXCEED \$24,000)
Days	\$	\$	
Hours	\$	\$	
Other Service Agreement	\$150/hour	\$	
Other	\$	\$	
TOTAL TO BE PAID RATE SPECIFIED		\$	

Interim Superintendent's Signature	Date Signed
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SECTION II AGREEMENT FOR SERVICES (to be signed by Independent Contract Consultant)

1. I agree to perform the services as specified in Section I of this Agreement, on the dates as specified for the rates indicated. 2. I am an independent contractor and not an officer, agent or employee of the Ravenswood City School District. 3. I agree to invoice Ravenswood City School District upon completion of contract. 4. During the period I am providing service, I agree to have general liability, property damage, workers' compensation and automobile insurance as is required to protect the Ravenswood City School District and myself as our interests may appear. 5. I shall hold harmless and indemnify the Ravenswood City School District from and against any and all actions, suits or other proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the Ravenswood City School District.		
Currently Receiving Monthly Retirement <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, If "Yes" Specify	State Teacher's Retirement System <input type="checkbox"/> STRS	Public Employees' Retirement System <input type="checkbox"/> PERS
Signature of Independent Contract Consultant	Date Signed	
Signature of Interim Superintendent	Date Signed	

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Interim Superintendent

Inter-Departmental Correspondence
Special Education Department

Date: May 15, 2019
Board Meeting Date: May 23, 2019
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Gina Sudaria, Interim Superintendent
Subject: Consideration to Approve Contract with Maxim Healthcare Services.

RECOMMENDATION:

Approve Contract with Maxim Healthcare Services.

BACKGROUND:

Due to the lack of quality candidates for high need vacant Special Education positions, contracting agencies are needed to support with legally required staffing.

DISCUSSION:

Maxim Healthcare Services will provide candidates for potential contracts to fill high need vacant positions such as Education Specialists, Registered Nurses, School Psychologists, Speech Therapists, Physical Therapists, Occupational Therapists, Adaptive PE Teachers, etc. Additionally, Maxim Healthcare Services will provide day to day coverage for absent contractors already placed in these positions.

FISCAL IMPACT:

No fiscal impact for the approval of the master contract. Fiscal implications will be included for future board approved contracts to fill vacant positions.



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 20 day of May, 2019, by and between **Ravenswood City School District** located at 2120 Euclid Ave East Palo Alto, CA 94303, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 631 River Oaks Parkway San Jose, CA 95134 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBA's, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.
- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION'S specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for four (4) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any

reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Ravenswood City School District
2120 Euclid Ave
East Palo Alto, CA 94303**

ATTN:

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4** **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5** **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of

receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Ravenswood City School District
2120 Euclid Ave
East Palo Alto, CA 94303
ATTN:

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
631 River Oaks Parkway
San Jose, CA 95134
ATTN: Courtney Cadenhead

- Section 6.6** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7** **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8** **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9** **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10** **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11** **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA /HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

RAVENSWOOD CITY SCHOOL
DISTRICT:

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
Ravenswood City School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective 02 May 2019:

Service	Rate
District/Credentialed RN	\$80-\$90
RN	\$55
LVN	\$50
Behavior Technician	\$50
BCBA	\$120-\$130
Health Aide	\$45
OT/PT/SLP	\$85-\$100
COTA/PTA	\$75-85
SLPA	\$70-\$80
Special Education Teacher	\$75-\$85
School Psych	\$130-\$140
Sign Language Interpreter	\$80-\$90

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$ per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

RAVENSWOOD CITY SCHOOL
 DISTRICT:

Maxim Healthcare Services, Inc. dba Maxim
 Staffing Solutions:

 Signature

 Signature

 Printed Name & Title

 Printed Name & Title

 Date

 Date



Ravenswood City School District

Curriculum & Instruction

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

Board Members:

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

“OUR CHILDREN – OUR FUTURE”

Ms. Gina Sudaria
Interim Superintendent

Date: May 23, 2019

To: Honorable Board of Trustees

From: Ms. Gina Sudaria, Interim Superintendent

Subject: Consideration to Approve the MOU With Second Harvest Food Bank (SHFB) of Santa Clara & San Mateo Counties to Provide Meals for Adults at Sites in RCSD During the Summer Food Service Program.

Quick Summary/Abstract:

1. The role of SHFB will consist of the following:
 - a. Provide reimbursement to RCSD for the adult meals for the Summer Food Service Program at district sites, which are not reimbursed through other funding sources. The rate of reimbursement will be \$2.54 per breakfast and \$4.21 per lunch.
 - b. Monitor the Summer Food Service Program on a regular basis.

Fiscal Impact:

There is only a financial impact to the District if the cost of providing meals this summer exceeds \$5,000. Any amount over \$5,000 would come from Fund 13, the food service program budget.

Recommendation:

It is recommended that the Board of Trustees approve the MOU with Second Harvest Food Bank (SHFB) of Santa Clara & San Mateo Counties to provide meals for adults at sites in RCSD during the Summer Food Service program.

Board Approved: _____

Memorandum of Understanding

Between Second Harvest Food Bank of Santa Clara and San Mateo Counties
and Ravenswood City School District

**Summer Food Service Program at
Ravenswood City School District sites – Adult Meals**

I. Purpose

This Memorandum of Understanding (hereafter MOU) is made and entered into between Second Harvest Food Bank of Santa Clara and San Mateo Counties (hereafter SHFB) and Ravenswood City School District (RCSD) and outlines the responsibilities of both parties regarding the provision of meals for adults at sites in Ravenswood City School District during the Summer Food Service Program.

Nothing in this MOU is intended to conflict with current law or regulation. If a term of this memorandum is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this memorandum shall remain in full force and effect. Nothing in the MOU is intended to restrict the authority of either party to act as provided by law, statute or regulation.

This agreement neither creates a partnership nor a joint venture, and neither party has the authority to bind the other.

II. Recitals

WHEREAS, RCSD agrees to administer the Summer Food Service Program at various district sites from June 24, 2019 to July 19, 2019 and SHFB agrees to reimburse RCSD for the adult meals up to the total amount of \$5,000.00.

III. Duties and Responsibilities

NOW, THEREFORE, the parties agree as follows:

1. The role of SHFB will consist of the following:
 - a. Provide reimbursement to RCSD for the adult meals for the Summer Food Service Program at district sites, which are not reimbursed through other funding sources. The rate of reimbursement will be \$2.54 per breakfast and \$4.21 per lunch.
 - b. Monitor the Summer Food Service Program on a regular basis.

2. The role of RCSD will consist of the following:
 - a. Provide safe sites for food distribution of the Summer Food Service Program.
 - b. Identify staff and volunteers to administer the Summer Food Service Program.
 - c. Manage all on-site aspects of the Summer Food Service Program: food ordering, serving, and other processes as necessary.
 - d. Maintain workers' compensation, general liability, and auto liability insurance during the period of this Agreement.

RCSDSHFB2019

- e. RCSD shall invoice SHFB for eligible meals provided by outside vendor at two intervals: for the period June 24 through June 28, 2019 and for the period July 1 through July 19, 2019. Invoices shall be submitted by the 20th of the subsequent month and will be paid within 10 days of receipt. Total reimbursement to not exceed \$5,000.00 for the summer 2019 period.
- f. Provide required reporting to SHFB at the same two intervals as the invoicing. Reporting shall include total children’s meals served and total adult meals served.
- g. Agree to allow SHFB to inspect records and processes for the Summer Food Service Program.

IV. Indemnification

RCSD shall protect, defend, indemnify and hold harmless SHFB, its officers, employees and agents against any action, demand, claim, loss or liability arising out of or resulting in any way from this Agreement or any actions taken, work performed or service provided under this Agreement. RCSD obligations to indemnify and hold harmless exclude only such action, demand, claim, loss or liability which is due to the sole negligence or willful misconduct of SHFB and/or its employees.

V. Modification/Termination

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto. Either party may terminate this MOU, without cause, by giving no less than thirty (30) business days’ written notice.

VI. Effective Date and Execution

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Thereof, the signing parties have caused this agreement to be executed by and between them.

Second Harvest Food Bank of Santa Clara and San Mateo Counties:

Tracy Weatherby, VP of Community Engagement & Policy

Date

Ravenswood City School District:

Superintendent

Date



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District **Curriculum & Instruction**

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

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

Ms. Gina Sudaria
Interim Superintendent

Date: May 23, 2019

To: Honorable Board of Trustees

From: Ms. Gina Sudaria, Interim Superintendent

Subject: Consideration to Approve the Carl Moyer Program Grant Agreement Between The Bay Area Air Quality Management District & the Ravenswood City School District

Quick Summary/Abstract:

The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) provides grant funding for cleaner-than-required engines and equipment. Local air districts administer these grants and select which projects to fund. ARB works collaboratively with the districts and other stakeholders to set Guidelines and ensure the Program reduces pollution and provides cleaner air for Californians. The Carl Moyer Program achieves reductions in emissions of key pollutants which are necessary for California to meet its clean air commitments under regulatory requirements. Eligible projects include cleaner on-road trucks, school and transit buses, off-road equipment, marine vessels, locomotives, agricultural equipment, light duty vehicle scrap, and lawn mowers.

The Bay Area Air Quality Management District (Air District) has completed the evaluation of the project application 20SBP187 for Carl Moyer Program (CMP) funding, and the Board of Directors approved the project on May 1, 2019. The project evaluation shows that Ravenswood City School District is eligible for the following CMP funding: \$205,316.00 for buses 14, 15, 19, 20, 21, 22, and 23 each with an 8 year project life. The total funding awarded for 20SBP187 is \$1,437,212.00.

Rationale:

New funding was made available to reduce emissions in the communities most affected by air pollution. Community Air Protection (CAP) grants, implemented by air districts through the Carl Moyer Program, will provide new solutions to local pollution. CAP grants reduce the public health impacts of mobile source engines as an early, important step to implement Assembly Bill 617.

Fiscal Impact:

There is no fiscal impact to the District as the total cost of the new busses is covered by the funding award.

Recommendation:

It is recommended that the Board of Trustees approve the Carl Moyer Program Grant Agreement between the Bay Area Air Quality Management District & the Ravenswood City School District

Board Approved: _____

CARL MOYER PROGRAM GRANT AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
RAVENSWOOD CITY SCHOOL DISTRICT

20SBP187

This Carl Moyer Program grant agreement ("Agreement") is made and entered into between Ravenswood City School District, hereinafter referred to as "Grantee," and the Bay Area Air Quality Management District, hereinafter referred to as the "Grantor" or "Air District," hereinafter collectively referred to as the "Parties."

RECITALS

- 1) The Carl Moyer Memorial Air Quality Standards Attainment Program, California Health and Safety Code section 44275 et seq. ("Program"), is an incentive program to provide grants in order to reduce emissions of oxides of nitrogen, particulate matter (PM10), and reactive organic compounds in the State from sources of air pollution, such as heavy-duty and light-duty diesel vehicles, off-road construction equipment, marine vessels and agricultural sources of pollution, by measures such as replacement of engines with cleaner-than-required engines or installation of emission reduction equipment ("Equipment").
- 2) The California Air Resources Board ("CARB"), which oversees and administers the Program, has adopted guidelines and criteria for the Program's implementation entitled, *The Carl Moyer Program Guidelines, Approved Revision 2017* and subsequent CARB advisories issued for Program implementation (together the "CARB Program Guidelines"). The Air District implements the Program in the San Francisco Bay Area air basin in accordance with the CARB Program Guidelines and the criteria and guidelines of the Air District.
- 3) Based on the information provided in the Grantee's project application ("Project"), the Air District determined that the Grantee proposed a project to replace or install Equipment that is eligible for Program funding and meets the CARB Program Guidelines and the Air District's criteria and guidelines, including cost-effectiveness requirements. In entering into this Agreement, the Air District has relied upon the representations in Grantee's project application.
- 4) This Agreement is made pursuant and in accordance with the requirements of the Program, established by the California State Legislature and implemented by CARB. All Equipment funded under the terms of this Agreement ("Project Equipment") must be certified as required by CARB Program Guidelines. Any questions or disputes the Parties may have regarding the implementation of this Agreement shall be resolved in accordance with the CARB Program Guidelines.
- 5) On 05/01/2019, the Board of Directors of the Air District approved the Air District's recommendation to enter into an Agreement with Grantee to implement the Project, provided Grantee meets all of the CARB Program Guidelines.

SECTION I

GRANTEE AGREES:

- 1) To implement the Project in accordance with the terms and conditions of this Agreement and all attachments hereto. Failure to do so will be deemed a breach of this Agreement, and the Air District may terminate this Agreement pursuant to the termination provisions herein.
- 2) To maintain each piece of Project Equipment according to the manufacturer's specifications throughout the

Project Equipment Operational Term, as defined in Section III.1 below. No tampering or modification of the Project Equipment is allowed.

- 3) To complete the Project in accordance with the payment and reporting conditions identified in Attachment A. The Air District's funding obligation under this Agreement is limited to reimbursement of Eligible Costs, the amount of which shall not exceed the Total Grant Funds Awarded specified in Attachment A paragraph 4. Any Project cost overruns are the sole responsibility of the Grantee.
- 4) To allow the staff and third-party representatives of the Air District and CARB to inspect the Project Equipment and to conduct financial and performance audits of the Project. Grantee agrees that the Air District, CARB, the CA Department of General Services, CA Department of Finance, the CA Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Project. Grantee further agrees to cooperate fully with such inspections and audits, including providing on a timely basis copies of any Project records related to performance of this Agreement requested by the Air District or CARB.
- 5) To acknowledge the Air District and the Carl Moyer Program as a funding source for the Project in any related media events, articles, news releases or other publicity materials. Grantee must obtain prior written approval by the Air District in order to disseminate any report or other document describing the Program, the Project, or this Agreement.
- 6) To assure that all funds received under this Agreement are expended only in accordance with the requirements of the Program, this Agreement, and all applicable provisions of law and regulations.
- 7) To permanently destroy and remove from service any Equipment replaced as part of the Project ("Baseline Equipment") and to provide documentation to support destruction of the Baseline Equipment. Failure to permanently destroy the Baseline Equipment shall be deemed a breach of this Agreement.
- 8) To monitor the operational status of each piece of Project Equipment throughout the Project Equipment Operational Period. Grantee will notify the Air District in writing of any change in operational status of any Project Equipment funded and installed under this Agreement within 30 calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any Project Equipment is removed from active service, relocated outside the boundaries of the Air District, wrecked, scrapped, sold, or transferred to another entity, before full completion of the Project Equipment Operational Period. If Grantee fails to provide the required written notice of a change in operational status on a timely basis, the Grantee is subject to the repayment requirements set forth in Paragraph 15 of Attachment A.
- 9) To neither seek nor accept other private or public financial incentives for the Project without prior approval from the Air District. If Grantee seeks or accepts such funds or incentives without prior Air District approval, the Air District may terminate this Agreement for breach, which may also disqualify Grantee from participating in future Air District incentive programs.
- 10) To obtain and maintain the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage or to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 11) To use the Air District's approved logo on any printed material intended for public consumption associated with the Project and on any signs posted at the site of any construction associated with the Project. The logo provided by the Air District shall be displayed on the Project Equipment identified in Attachment A, Paragraph 5.
- 12) To maintain and retain the Project records for at least two years after Agreement expiration or three years after final project payment, whichever is later.
- 13) To comply with all "Special Conditions," set forth in Attachment A.
- 14) Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for

employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 15) To be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages paid to workers employed on public works and to provide confirmation of compliance if requested.
- 16) To accept tax liability associated with accepting grant funds.

SECTION II

AIR DISTRICT AGREES:

- 1) To reimburse Grantee for Eligible Costs in an amount not to exceed the "Total Grant Funds Awarded," set forth in Attachment A.
- 2) To endeavor to pay the undisputed invoiced amount of the Eligible Costs within thirty (30) calendar days of receipt of the invoice.
- 3) To deliver the payment following the Air District's verification that Grantee has completed the Project. Verification by Air District will include physical inspection of any Project Equipment specified in Attachment A, confirmation that the Project Equipment is operational and in service, and has reviewed and accepted evidence of the permanent destruction of any Baseline Equipment replaced as part of the Project.
- 4) To provide reasonable notice to Grantee prior to the Air District or CARB conducting an inspection or audit of the Project. What constitutes "reasonable notice" may be based in part upon any prior notice from CARB received by the Air District of such CARB audit or inspection.
- 5) CARB is an intended third-party beneficiary of this Agreement and shall have the right to enforce the terms of the Agreement to ensure emission reductions are obtained.

SECTION III

AIR DISTRICT AND GRANTEE AGREE:

- 1) Agreement Term, Project Operational Period, and Project Term: The term of this Agreement ("Agreement Term") begins on the Effective Date and shall remain in effect until the conclusion of all Project Equipment Operational Periods, as set forth in Attachment A unless this Agreement is terminated earlier. A Project Equipment Operational Period begins when the piece of Project Equipment has been successfully inspected by the Air District and concludes upon the satisfaction of the usage requirement and project life requirement for that piece of Project Equipment. The Project Term begins at the start of the earliest Project Equipment Operational Period and ends at the conclusion of all Project Equipment Operational Periods. The Project Equipment Operational Period for each piece of Project Equipment is set forth in Table 1 of Attachment A. In no event shall Grantee operate a piece of Project Equipment for less than the minimum project term specified in the CARB Program Guidelines.
- 2) Termination:

- a) Either party may terminate this Agreement at will, and without specifying any reason, at any time prior to the Air District's transfer of Project funds by notifying the other party in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of such notice. Notice shall be delivered in accordance with the Notice provisions set forth in Paragraph 5 below.
 - b) The Air District may terminate this Agreement for breach of the Agreement by Grantee by giving Grantee a minimum of ten (10) business days written notice of such breach and the opportunity to cure the breach within that period of time. The notice will specify the amount of Project Grant Funds to be reimbursed to the Air District, if any, which Grantee shall reimburse within thirty (30) days of the effective date of termination. The Air District shall calculate the reimbursement based on the repayment formula set forth in Paragraph 15 of Attachment A.
 - c) The Air District shall not pay any Project Grant Funds in the event that this Agreement is terminated and no funds have been expended by Grantee. If the Project has been completed and the Air District has paid the grant funds to Grantee, Grantee may not terminate this Agreement pursuant to subparagraph 2(a), unless it reimburses the Air District the amount of Project Grant Funds due based on the repayment formula set forth in Paragraph 15 of Attachment A.
- 3) **Additional Acts and Documents:** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
 - 4) **Indemnification:** Grantee shall indemnify and hold harmless CARB, the Air District, its officers, employees, agents, representatives, and successors-in-interest from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by Grantee of its duties and obligations under this Agreement, and arising out of the operation of the engine and vehicle, vessel, locomotive or other equipment that is the subject of this Agreement by the Grantee or its officers, agents, employees, representatives and successors in interest.
 - 5) **Notices:** Any notice required under this Agreement shall be in writing and made by personal delivery service, first class mail, or certified mail (return receipt requested) to the addressee for notice set forth below, or to such addressees which may be specified in writing by the Parties. Notices are effective upon receipt. Each Party shall promptly inform the other of any changes of addressees and any changes of address.

Grantee Company
Company Address
City, State Zip Code

Air Pollution Control Officer
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

- 6) **Contacts:** The Contact for the Grantee shall be the person named in the Project application, which shall also list the Contact's address, telephone number, fax number and email address. The Contact shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the Project. The Grantee shall notify the Air District of a change of the Contact's name or contact information in writing no later than thirty (30) days from the date of any change. The Contact for the Air District shall be the person named in the Air District's project application form. The Air District

shall notify the Grantee of a change of the Contact's name or contact information in writing no later than thirty (30) days from the date of any change.

- 7) Project Number: All correspondence shall reference this Agreement, which is the same as the "Project Application Number."
- 8) Integration of Agreement: This Agreement represents the final, complete and exclusive statement of the agreement between the Grantee and the Air District and supersedes all prior and contemporaneous understandings and agreements of the Parties. No Party has been induced to enter into this Agreement nor is any party relying upon, any representation or warranty outside those expressly set forth herein.
- 9) Amendment: This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt to modify this Agreement orally shall be void and of no effect. Any change in Project scope shall constitute an amendment under this Agreement.
- 10) Independent Contractor: Grantee is an independent contractor. None of Grantee's officers, employees, agents, contractors, subcontractors, or vendors are, nor shall they be considered, officers, employees, agents, contractors, subcontractors, or vendors of the Air District.
- 11) Assignment: Grantee may not assign, sell, transfer, license, or subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Air District.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, regardless of similarity, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant or condition of this Agreement and the failure of a party to exercise any rights or remedies hereunder shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions thereof shall not be affected.
- 14) Effective Date: The effective date of this Agreement is the date the Air District's Executive Officer/Air Pollution Control Officer executes this Agreement.
- 15) Eligible Costs: Only the actual Project costs described in Attachment A paragraph 5 and that are incurred after the Effective Date and prior to termination of the Agreement or upon Air District's verification that Grantee has completed the Project, whichever occurs first, are eligible for reimbursement with Program Grant funds ("Eligible Costs").
- 16) Cost Reduction: In the event that the "Total Project Cost" is less than the amount listed in Attachment A, the Air District shall recalculate its contribution to the Project in accordance with the provisions of Paragraph 4 of Attachment A.
- 17) Force Majeure: Neither CARB, the Air District nor Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of CARB, the Air District or Grantee, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party

from performance under this Contract. Notwithstanding the above, fire or casualty loss to Project Equipment shall not excuse Grantee's to perform under this Agreement. Grantee shall be responsible to repair or replace Project Equipment or to reimburse the Air District in accordance with Attachment A paragraph 15.

- 18) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by law, including Health & Safety Code section 44280 et seq., its accompanying regulations and the CARB Program Guidelines, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement shall be San Francisco, California.
- 19) **Emissions Testing:** The Air District may conduct emissions testing, at its expense, on any Project Equipment that is purchased or modified as part of the Project, including a vehicle or vessel. Testing for a piece of Project Equipment will be limited to no more than once per calendar year during the Project Equipment Operational Period. Testing will be conducted according to a schedule agreed upon by both Parties.
- 20) **Emission Reductions:** The Air District retains the exclusive right to claim any emission reduction credits under state or federal law that might result from emissions reduced by the Project implemented pursuant to this Agreement. The emissions reduced by the Project may not be used by Grantee to comply with any local, state, or federal air pollution regulation or law, or used to fulfill Grantee's obligations arising out of any order, settlement contract, memorandum of understanding, or other binding legal document.
- 21) **Preliminary Inspection:** Air District or its designee shall perform a preliminary inspection of the Baseline Equipment prior to implementation of the Project. Grantee shall facilitate and cooperate with any Air District inspection. Grantee must demonstrate to the Air District that the Baseline Equipment to be replaced under this Agreement is fully operational at the time of the preliminary inspection. Grantee must also facilitate the Air District in obtaining and confirming equipment information (e.g. model year, serial numbers, power) at the time of inspection. Failure to demonstrate that the Baseline Equipment to be replaced is operational at the time of the preliminary inspection shall be deemed a breach of this Agreement and the Air District may terminate the Agreement per Section III.7.
- 22) **Post-Project Inspection:** Air District or its designee shall perform a post-project inspection of the Project Equipment funded under the terms of this Agreement to verify that the Project has been implemented according to the terms of this Agreement. Grantee shall facilitate the Air District inspection and make the new Project Equipment available for the post-project inspection, which may include a test to verify that the Project Equipment is fully operational and pre-installation interim inspection/s of engines, tanks or similar funded components whose tags or labels will not be visible after installation, to document that Project Equipment complies with Program requirements. Post-project inspection will include verification of the destruction of the replaced Baseline Equipment. Grantee must contact the Air District to arrange post-project inspection and should provide at least two business days advanced notice for scheduling.
- 23) **Compliance with CARB Program Guidelines:** The Grantee agrees to implement the Project in accordance with all requirements of the CARB Program Guidelines. Any questions or disputes the Parties may have regarding the implementation of this Agreement shall be resolved in accordance with the applicable CARB Program Guidelines.
- 24) **Enforcement:** Both the Air District and CARB have the authority to inspect the Project, enforce the terms of this Agreement, and pursue repayment of grant funds for noncompliance with the terms and conditions of this Agreement or applicable state laws or regulations throughout the Agreement Term. The following circumstances are the bases under which the Air District seeks repayment of grant funds: Grantee's failure to comply with the terms of this Agreement, including the requirements set forth in Section I; Grantee's failure to implement the Project in compliance with CARB Program Guidelines; as set forth in Attachment A and Grantee's failure to comply with requirements set forth in Attachment A, which could reduce the air quality benefits of this Project.
- 25) **Public Documents:** To the extent not otherwise prohibited by law, and to the extent required by the

California Act (Government Code section 6250 et seq.), the Grantee will place in the public domain any software, written document or other product developed with Program funds as part of the Project.

- 26) **Survival of Terms:** Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.
- 27) **Public Entities Conflict of Interest:** The Grantee warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SIGNATURES:

Bay Area Air Quality Management District

By: _____

Date: _____

Jack P. Broadbent
Executive Officer/Air Pollution Control Officer
Bay Area Air Quality Management District

Approved as to legal form:

By: _____

Brian C. Bunger
District Counsel
Bay Area Air Quality Management District

Grantee

By: _____

Date: _____

Steve Eichman
Ravenswood City School District

ATTACHMENT A - PROJECT SPECIFIC INFORMATION

[Note: The section numbers shown in parenthesis below refer to Sections in the Agreement.]

1. **Grantee:** Ravenswood City School District
2. **Project Number (Section III.7):** 20SBP187
3. **Air District Approval Date (Section III.14):** The Effective Date of this Agreement.
4. **Total Grant Funds Awarded (Sections I.3, II.1, and III.15):** \$1,437,212.00

The Air District will pay the percentage of the Eligible Costs of the Project Equipment, less any amount from an Air District approved co-funding incentive source, as adjusted and, set forth in Table 1 below; payment shall not exceed the permitted Funds Awarded for the individual Project Equipment. In no event shall the Total Grant Funds Awarded for all Project Equipment exceed the maximum of \$1,437,212.00. Funds Awarded may only be used for direct costs to purchase the Project Equipment described in this Agreement.

5. **Total Project Cost (Sections I.3 and III.15):** A detailed breakdown of project costs and Equipment information is shown in Table 1:

Table 1: Detailed Project Description						
Baseline Equipment ID (Description)	Project Equipment /Engine Description*	Eligible Costs	Maximum % of Funding	Total Usage & Project Equipment Operational Period	% Operation (% AB1390**)	Funds Awarded
Equipment: Bus # 22 1999 Blue Bird T2RE 3904 VIN: 1BAANBMA3XF083378 Engine: 1998 John Deere 8.1G 250 hp, CNG	Equipment: Blue Bird T3RE 3904 GVWR: 37,600 Engine: 2018 Cummins L9N 280 hp, CNG NOx std: 0.02 g/bhp-hr	\$205,316.00	100%	36,400 miles & 8 years	100% in CA 100% in Air District (0%)	\$205,316.00
Equipment: Bus # 23 1999 Blue Bird T2RE 3904 VIN: 1BAANBMA5XF083379 Engine: 1998 John Deere 8.1G 250 hp, CNG	Equipment: Blue Bird T3RE 3904 GVWR: 37,600 Engine: 2018 Cummins L9N 280 hp, CNG NOx std: 0.02 g/bhp-hr	\$205,316.00	100%	36,400 miles & 8 years	100% in CA 100% in Air District (0%)	\$205,316.00

Equipment: Bus # 14 1997 Blue Bird TCRE 3904 VIN: 1BAANBMA7VF072557 Engine: 1996 John Deere 8.1G 250 hp, CNG	Equipment: Blue Bird T3RE 3904 GVWR: 37,600 Engine: 2018 Cummins L9N 280 hp, CNG NOx std: 0.02 g/bhp-hr	\$205,316.00	100%	36,000 miles & 8 years	100% in CA 100% in Air District (0%)	\$205,316.00
Equipment: Bus # 15 1997 Blue Bird TCRE 3904 VIN: 1BAANBMA9VF072558 Engine: 1996 John Deere 8.1G 250 hp, CNG	Equipment: Blue Bird T3RE 3904 GVWR: 37,600 Engine: 2018 Cummins L9N 280 hp, CNG NOx std: 0.02 g/bhp-hr	\$205,316.00	100%	36,000 miles & 8 years	100% in CA 100% in Air District (0%)	\$205,316.00
Equipment: Bus # 19 1998 Blue Bird TCRE 3904 VIN: 1BAANBMA9WF079026 Engine: 1997 John Deere 8.1G 250 hp, CNG	Equipment: Blue Bird T3RE 3904 GVWR: 37,600 Engine: 2018 Cummins L9N 280 hp, CNG NOx std: 0.02 g/bhp-hr	\$205,316.00	100%	36,400 miles & 8 years	100% in CA 100% in Air District (0%)	\$205,316.00
Equipment: Bus # 20 1998 Blue Bird TCRE 3904 VIN: 1BAANBMA0WF079027 Engine: 1997 John Deere 8.1G 250 hp, CNG	Equipment: Blue Bird T3RE 3904 GVWR: 37,600 Engine: 2018 Cummins L9N 280 hp, CNG NOx std: 0.02 g/bhp-hr	\$205,316.00	100%	36,400 miles & 8 years	100% in CA 100% in Air District (0%)	\$205,316.00
Equipment: Bus # 21 1999 Blue Bird T2RE 3904 VIN: 1BAANBMA1XF083377 Engine: 1998 John Deere 8.1G 250 hp, CNG	Equipment: Blue Bird T3RE 3904 GVWR: 37,600 Engine: 2018 Cummins L9N 280 hp, CNG NOx std: 0.02 g/bhp-hr	\$205,316.00	100%	36,400 miles & 8 years	100% in CA 100% in Air District (0%)	\$205,316.00
Total award: \$1,437,212.00						

* Grantee may propose Equivalent Equipment subject to advanced written approval from the Air District. The Equivalent Equipment must result in the same or better emissions reductions and meet or exceed the operational parameters specified in Attachment A of this Agreement.

** Percentage of usage occurring in impacted communities during the Project Equipment Operational Period.

6. Project Description: School Bus Replacement

Table 1 provides the details of existing (old) Baseline Equipment and funded Project Equipment. Any change in Project Equipment specifications or Project Description must receive written approval in advance by the Air District.

For equipment replacement projects the Baseline Equipment must be fully operational at the time of preliminary inspection by Air District staff. If the Baseline Equipment is not operational, the grant funding may be withdrawn by the Air District. For repower, conversion and Equipment replacement projects, the Baseline Equipment shall be destroyed upon completion of the Project.

- 7. Project Term (Section III.1):** Table 1 lists the required usage and Project Equipment Operational Period for each piece of Project Equipment. The "Total Usage" listed in Table 1 represents the minimum number of hours or miles (as applicable) the Project Equipment is to operate during the Project Equipment Operational Period which represents the minimum number of years over which the Project Equipment is to operate under this Agreement. The Project Equipment Operational Period begins when the Project Equipment has been successfully inspected by the Air District. The Project Term concludes upon the satisfaction of the usage and Project Equipment Operational Period requirements for each piece of Project Equipment and upon confirmation by the Air District that all Project requirements have been met.
- 8. Operating Parameters:** Air District has awarded this Grant based upon Grantee's agreement to operate the Project Equipment for the usage identified in Table 1 of this Attachment. Grantee shall operate Project Equipment within California and the Air District as specified in Table 1. In no event shall Grantee operate the Project Equipment less than the minimum project term specified in the CARB Program Guidelines. Pursuant to Paragraph 15 of this Attachment, Grantee may be required to repay Grant funds if unable to satisfy the Project's usage and project life requirements identified in Table 1.
- 9. Project Schedule:** By no later than **June 15, 2020**, the Project must be completed by Grantee and inspected by the Air District, and Grantee must have submitted its request for payment in accordance with Paragraph 13 of this Attachment.
- 10. RESERVED.**
- 11. RESERVED.**
- 12. RESERVED.**
- 13. Project Implementation Report and Request for Payment (Section I):** No later than thirty (30) days from completion of the work set forth in the Project Description, Grantee shall submit a Project Implementation Report, an IRS W-9 form and a project invoice to request payment of the Eligible Costs of the Project. The Project invoice shall:
 - Provide documentation for all Eligible Costs, document the Equipment serial number(s), and include a description of the Equipment purchased.
 - Demonstrate the costs are Eligible Costs and have been expended in compliance with the Project Description and, the Project Schedule.
 - Itemize the total funds requested for this reimbursement, which shall include an itemization of payments to vendors, consultants, and contractors.
 - Include copies of invoices that document the goods and services provided by vendors, consultants, and contractors and documentation of the total hours incurred to complete the Project, the hourly rates of any labor charges, the costs of such goods, and any other Eligible Costs.
 - Be submitted with a summary sheet that specifies the Project Number. If costs are incurred that are not directly related to the Project as described in Paragraph 5 of this Attachment, all such costs must either be deleted when the Project invoice is prepared, or clearly identified as costs that are not eligible for reimbursement by the Air District.
 - Include proof of warranty as required by the CARB Program Guidelines for the specific project

option and type of Project Equipment described in Table 1 of this attachment.

- For new or converted electric Equipment or hybrid Equipment, provide owner's manual or equivalent documents describing the major components; theory of operation and operating procedures; battery maintenance and use; service intervals and requirements; contact information for the manufacturer and CA servicer/s; instructions about safe operation and battery handling; and emergency procedures and potential safety precautions for use of the Equipment.

The Grantee may seek an interim payment from the Air District. To request an interim payment, the Grantee must submit an updated Project schedule that identifies the anticipated completion date, together with invoices for costs incurred to date, to the Air District. The Air District has the sole discretion to approve an interim payment for Eligible Costs incurred to date.

Upon verification that the Project has been completed according to the terms of this Agreement that the Equipment has been installed and is fully operational, and that Baseline Equipment has been removed from service and destroyed for repower, conversion and replacement projects, the Air District will issue final payment of the Funds Awarded.

- 14. Annual Monitoring Reports:** Grantee shall submit an annual monitoring report each calendar year for the Project Term, in a format approved and provided by the Air District. The monitoring report shall provide information regarding annual fuel consumption, annual hours or miles of operation, locations where Project Equipment operated, percentage of operating hours or miles within the boundaries of the Air District, and proof of insurance. The first annual report shall be submitted by August 1 of the year following execution of the Grant Agreement to cover the period from July 1 through June 30 of the prior year. The first annual report shall include a report on the Grantee's progress in meeting milestones listed in the Project Schedule as set forth in Paragraph 9 of this Attachment. Subsequent annual reports shall be submitted by August 1st of each succeeding year with the final annual monitoring report due by August 1st in the last year of the Project Term. If Grantee fails to submit annual monitoring reports in a timely fashion, the Air District shall perform a project performance audit. Failure to submit monitoring reports could be considered a breach of this Agreement and may jeopardize Grantee's eligibility to participate in future incentive and grant programs.
- 15. Repayment of Grant Funds for Failure to Complete Project:** Grantee shall repay the Total Grant Funds Awarded on a prorated basis for selling, retiring, scrapping, or removing any piece of Project Equipment from service within the boundaries of the Air District prior to completing its Project Equipment Operational Period. The fraction of funds to be repaid will be determined by subtracting the usage of the Project Equipment at the time of sale, retirement, scrapping, or removal from service from total usage pursuant to Paragraph 7 of this Attachment and dividing that result by the total usage. At its sole discretion, the Air District may waive repayment if it determines, that Grantee's failure to complete the Project was due to events beyond Grantee's reasonable control.

The Air District may waive repayment if, prior to sale of Project Equipment, the Grantee facilitates transfer of this Agreement by the Air District to the subsequent owner who agrees to assume all obligations under this Agreement and specifically agrees to continue operation of the Project Equipment in order to provide equivalent emission reductions in accordance with CARB Program Guidelines.

- 16. Special Conditions:**
 - A.** The Grantee shall operate the Project Equipment funded within impacted communities throughout the Project Equipment Operational Period for a minimum of the percent usage specified in Table 1 of Attachment A to ensure that the Project directly reduces emissions in impacted communities and helps to reduce public health risks associated with such air contaminants in the impacted communities. The impacted community parameter is based on the application materials submitted by the Grantee and is the basis for the calculation of emissions reductions achieved through the Project. The Air District defines an impacted community as a shaded area depicted on the map in Attachment C of this Agreement.

- B.** Operation in Air District: For the duration of the Project Equipment Operational Period, Grantee shall operate the Project Equipment within California, the Air District, and in the priority funding communities as specified in the “% Operation” column in Table 1 of Attachment A. Grantee must demonstrate, as part of the Annual Monitoring Reports, that the percentages of operation within the Air District boundaries and within California as identified in Table 1 have been achieved for each year of operation. Failure to do so may result in repayment of grant funds.
- C.** At the request of the Grantee, the Air District and Grantee have agreed that the Air District shall pay the total eligible grant award to the equipment vendor designated by the Grantee. This payment will be made as a two-party check to the Grantee and the designated vendor.
- D.** As required by the CARB Program Guidelines, Grantee shall ensure that Project Equipment shall be equipped with a tamper-proof, non-resetting hour or energy meter (as applicable). If this meter fails during the Project Equipment Operational Period, the Grantee must notify the Air District and take action to repair or replace the meter within thirty (30) days.
- E.** For Grantees subject to CARB regulations Project Equipment funded as part of this Agreement:
1. Must be included when defining the size of the fleet for determining regulatory requirements.
 2. Must not be used to generate credits or compliance extensions and must be excluded when determining regulatory compliance.
- F.** Grantee certification:
1. I certify that the fleet, engine(s) and Equipment are in compliance with all applicable federal, state, and local air quality rules and regulations as of the Effective Date of this Agreement.
 2. I understand that I must maintain compliance with all applicable federal, state, and local air quality rules and regulations for the Project Term.
 3. I have disclosed to the Air District all other all private or public financial incentives applied for or used for this Project.
 4. I will not apply for, or receive other private or public financial incentives for the Project without prior approval from the Air District, including any sources that become available after the Effective Date of this Agreement. The receipt of additional public funding for the Project Equipment could result in a reduction of the Total Grant Funds Awarded.
 5. I understand that the following requirements apply to additional private or public financial incentives used to support this Project.
 - a. Grantee must meet all criteria associated with each funding source used to fund the Project.
 - b. The total of all incentives for the Project must not exceed the total project costs.
 - c. Grantees that are not public entities must provide at least 15 percent of the Eligible Cost from non-public sources.
 - d. All covered emission reductions (NO_x, ROG, PM) achieved from this project with these funding sources, will be credited as reductions to the Carl Moyer Program. Other emission reductions such as greenhouse gas emissions may be claimed by the other programs used in co-funding this project.

Signature: _____

Name (printed): _____

Title: _____ Date: _____

- G.** Security Interest: Grantee hereby grants the Air District a security interest in the Project Equipment

that has been purchased partially or entirely with funding provided by the Air District pursuant to this Agreement and any amendments thereto. Grantee acknowledges and agrees that the Air District shall have all lien rights as a secured creditor on the Project Equipment throughout the Term of the Agreement. Grantee agrees and authorizes the Air District to file a Uniform Commercial Code (UCC) financing statement (Form UCC-1) or similar security instrument to secure its interests in the Project Equipment. In the event the Project Equipment is repossessed or Grantee files for dissolution or bankruptcy protection, Grantee shall notify the Air District within ten (10) business days of the repossession or court filing.

- H. School Bus Project Completion and Payment Request Requirements:** The Grantee shall submit a copy of the purchase order for Project Equipment and the CARB Executive Order or CARB Approval Letter (as applicable) for the new engine/s or conversion kit/s within thirty (30) days of completing the purchase order with the vendor.

In addition to Payment Request requirements of Attachment A paragraph 13, for each new replacement bus or conversion project the Grantee shall submit a copy of the CA Department of Motor Vehicles (DMV) registration for the Project Equipment; a copy of either CA Highway Patrol (CHP) Safety Compliance Report/Terminal Record Update (CHP 343) or Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A); and proof of insurance for the Project Equipment. For CNG tank replacement projects, Grantee shall submit a copy of the CHP 343, CHP 343A or the Inspection Approval Certificate (CHP Form 292) for each bus with replaced tanks.

The Grantee shall not use fuel additives in the Project school bus(es) unless the CARB Executive Order for the applicable engine specifically allows the use of such additives.

ATTACHMENT B - INSURANCE REQUIREMENTS

Grantee to initial next to each checked box indicating they have read their project insurance requirements.

Verification of Coverage:

Grantee shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Grantee to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Minimum Scope of Insurance

Throughout the Project Term as defined in Section III of the Agreement of which this Attachment is a part, Grantee shall obtain and maintain in full force and effect the insurance as set forth below:

1. Liability Insurance:

_____ Corporations and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, vessels, engines or equipment operated by the Grantee.
Initial

Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, vessels, engines or equipment operated by the Grantee.

At the time the Grantee submits invoices for payment to the Air District, the Grantee must demonstrate that each piece of Project Equipment purchased under this Agreement, of which this is an Attachment, is covered under the following property insurance, if Grantee has not already demonstrated possession of this insurance to the Air District. The property insurance for each piece of Project Equipment must remain effective from the date of the invoice to the Air District to the end of the Project Equipment Operational Period as defined in Section III of the Agreement.

2. Property Insurance for Repower and New Vehicle/Equipment Purchase:

_____ in an amount of not less than the insurable value of Grantee's vehicles, vessels, engines or equipment funded under the Agreement of which this Attachment is a part, and initial covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.
Initial

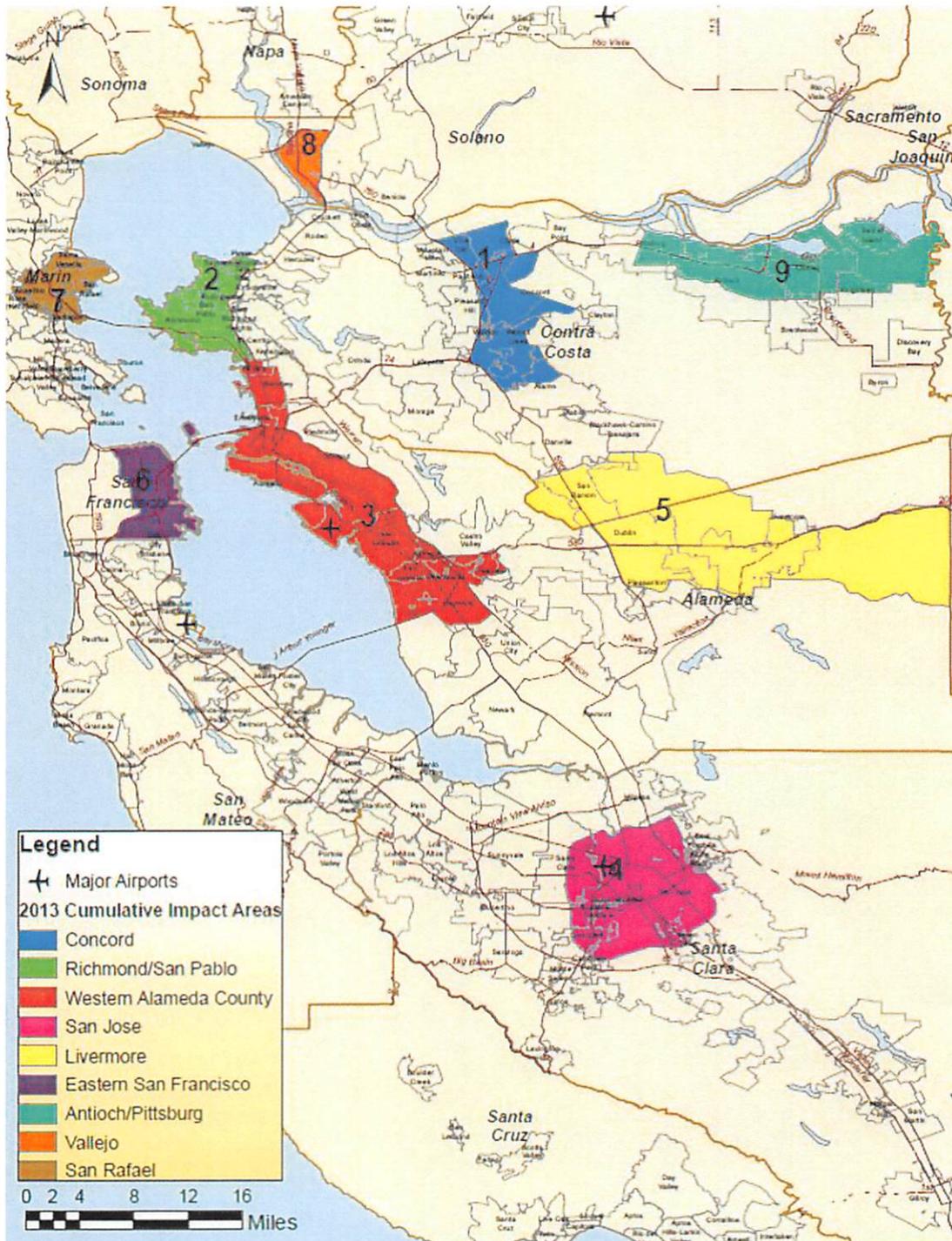
3. Workers Compensation Insurance

_____ as required by California law and employers' liability insurance with a limit not less than \$1 million.
Initial

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

ATTACHMENT C – PRIORITY COMMUNITIES FOR GRANT FUNDING





"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District

ADMINISTRATIVE OFFICE

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

Board Members:

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

Inter-Departmental Correspondence
Curriculum & Instruction

Ms. Gina Sudaria
Interim Superintendent

Date: May 15, 2019
Board Meeting Date: May 23, 2019
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees

From: Ms. Gina Sudaria, Interim Superintendent

Subject: Consideration to Approve the DataSet request from WestED for the California Healthy Kids Survey.

Quick Summary/Abstract:

The purpose of this DataSet request is to agree with WestED to the requirements for preserving anonymity and confidentiality of the California Healthy Kids Survey to be administered this year.

Fiscal Impact:

There is no financial impact.

Recommendation:

For board approval.

Board Approved: _____



**Application for Obtaining a CalSCHLS Data Set
Local Education Agency**

This application is for use by a Local Education Agency (LEA) to request from the California Department of Education (CDE) and the CalSCHLS System at WestEd an electronic copy of its own local CalSCHLS (CHKS, CSSS, CSPS) results (data set) All applicants must agree to the requirements for preserving anonymity and confidentiality of the data specified below.

Name of Requesting Agency: Ravenswood City School District Date of Application: 05/15/2019

Responsible Contact Person: Eric Edwards

Mailing Address: 2120 Euclid Ave

City/State/Zip Code: East Palo Alto, CA, 94303

Telephone Number: 650-329-2800 Fax Number: ____

Email Address: eedwards@ravenswoodschools.org

Use the following checklist to ensure that you are providing all required materials.

Application Cover Sheet
Application Description, with application signature
Security Pledge of Confidentiality, with ALL signatures

Processing of application will not begin until the application is complete.

Send documents to:

WestEd - CHKS
4665 Lampson Avenue
Los Alamitos, CA 90720

or

Cal-SCHLS@WestEd.org

Application Description

Instructions: You may reproduce this format in a word processing document. Take as much space as necessary to make your plans clear.

A. Time frame for the analysis of the data:

Start Date: August 1, 2019

End Date: August 16, 2019

B. Purpose of the study (be specific about goals, planned analysis, and reporting):

- We would like to do an analysis at a smaller grain size to attempt to uncover patterns in student, staff, and family experiences that can indicate new or changed policy to improve climate, attendance, and achievement. We will run statistical analyses internally to explore the largest explaining factors of our report. This data will be shared at Cabinet level for purposes of system-wide policy analysis.

C. Plan for publication or public sharing of the data, analysis, and/or report(s):

- We will not be sharing internal analysis publicly. We will only be sharing the provided Climate Report Cards.

D. Survey type and administration year(s) needed (*check all that apply*)

Elementary Student Survey (CHKS)

- 2018-19 2017-18 2016-17 2015-16 2014-15 2013-14 2012-13 2011-12
 2010-11 2009-10 2008-09 2007-08 2006-07 2005-06 2004-05 2003-04
 2002-03 2001-02

Secondary Student Survey (CHKS)

- 2018-19 2017-18 2016-17 2015-16 2014-15 2013-14 2012-13 2011-12
 2010-11 2009-10 2008-09 2007-08 2006-07 2005-06 2004-05 2003-04
 2002-03 2001-02 2000-01 1999-2000 1998-99 1997-98

Staff Survey (CSSS)

- 2018-19 2017-18 2016-17 2015-16 2014-15 2013-14 2012-13 2011-12
 2010-11 2009-10 2008-09 2007-08 2006-07 2005-06 2004-05

Parent Survey (CSPS)

- 2018-19 2017-18 2016-17 2015-16 2014-15 2013-14

E. File type (*check all that apply*)

- CSV (can be opened in Excel)
 SAS
 SPSS
 Stata (Version 11 or above)

Other (specify): _____

F. Requested data set delivery date (allow 2-4 weeks after data collection minimum): August 1, 2019

DATA AGREEMENT

I. Definitions

- A. "Receiving institution" is the local education agency (LEA) that requests the data set.
- B. "Staff" means and includes all employees, consultants, contractors, and agents of the Receiving Institution who have any access to the sensitive data obtained through this agreement.
- C. "Contractors" are individuals or institutions that are under contract to the Receiving Institution for the purpose of conducting research or evaluation that involves the use of CalSCHLS data.
- D. "Data set" is the full and complete electronic set of CalSCHLS responses supplied to a Receiving Institution through this agreement. These data will be de-identified through the removal of sufficient personally identifiable characteristics so that no student can be identified and associated with a survey response through analysis of the data set alone or in combination with other data sets. This may include the removal of key demographic or geographic variables, substitution of variables with proxies, and/or partially aggregating the data.
- E. "Sensitive data" includes any CalSCHLS data received from CDE/WestEd that might compromise the anonymity or privacy of any individual study respondent.

II. Obligations of WestEd

- A. Provide the data set and electronic documentation of the general content of the data set, with modifications to render the data set anonymous.

III. Obligations of the Receiving Institution, Researcher and Staff

- A. Complete this application with all signatures, pledges, and assurances.
- B. Comply with all of the obligations set forth in the attached Pledge of Confidentiality, the terms of which are incorporated herein by this reference.
- C. Ensure that each Staff member who will have any access to the Data executes the attached Pledge of Confidentiality prior to being provided access, and provide copies of each Pledge of Confidentiality to WestEd within 10 days of execution.

A copy of each signed Pledge of Confidentiality shall be mailed or emailed to:

Ben Trigg
WestEd
4665 Lampson Avenue
Los Alamitos, CA 90720-5139
Cal-SCHLS@wested.org

- D. If new Staff are added during the period of this contract, security pledges must be obtained and sent to WestEd prior to the Staff member being granted access to the Data.
- E. All publications, presentations, or other use of these data must state that the data are from the California Healthy Kids Survey, California School Staff Survey or the California School Parent Survey.

IV. Additional Terms and Conditions

- A. Receiving Institution shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this Agreement without WestEd's or CDE's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- B. Receiving Institution agrees to comply at all times with all applicable Federal, State and local laws, rules and regulations, including but not limited to, FERPA, the California Information Practices Act, and the Privacy Act of 1974.
- C. Receiving Institution shall indemnify, defend, and hold WestEd and CDE harmless from any and all claims, actions, damages and liabilities (including reasonable attorney's fees) arising directly or proximately out of the Receiving Institution's negligence, or willful, wanton, or reckless conduct arising out of or related to this agreement or the Data provided pursuant to this agreement; these obligations shall survive the termination or expiration of this agreement.

This agreement becomes effective upon the written approval of WestEd and CDE, and may be immediately terminated by WestEd or CDE for violation of the agreement as described above.

V. Application Assurance

Receiving Institution further agrees to:

1. Provide to WestEd a non-refundable fee in the amount of \$75.00 per data set in the form of a check made payable to "WestEd," to cover the expenses of consulting, administering this agreement, and of producing data files and documentation.
2. Agree that the receiving institution hereby acknowledge that any breach of the confidentiality provisions herein will result in irreparable harm to CDE and WestEd, not adequately compensable by money damages. The receiving institution hereby agrees to the imposition of injunctive relief in the event of breach, in addition to money damages.
3. Certify that none of the organizations or individuals identified on the Pledge of Confidentiality has violated an individual's rights under the Family Educational Rights and Privacy Act (FERPA) or other applicable privacy law within the past five years.

[THIS SPACE INTENTIONALLY LEFT BLANK; CONFIDENTIALITY PLEDGE FORM (2 pages) and AGREEMENT SIGNATURE PAGE (1 page) FOLLOW]

Pledge of Confidentiality

Must be signed by ALL receiving institution applicants and contract staff who will access the CalSCHLS data set.

Through my involvement with and work involving the CalSCHLS data set, I will have access to the data provided by CDE/WestEd. I have access to confidential information and use of data about respondents (individuals, schools, and school districts) generally perceived as personal and private, which was collected with the strict assurance of anonymity. I understand that access to this confidential information and data carries with it the responsibility to guard against unauthorized use and to abide by this pledge. To treat information as confidential means to assure that no one will see it that has not signed this pledge.

I agree to all of the following:

- 1) Only one complete copy of the WestEd data is permitted; however, time-delimited temporary data analysis files may be created.
- 2) The data set, and all temporary data analysis files, will be deleted upon completion of the project as specified as the "end date" in the Application Description.
- 3) I agree not to analyze the CalSCHLS data set, alone or in combination with other data, in any way that reveals the identity of a student, or links an identifiable student to a survey response.
- 4) I agree that, if the identity of any person should be discovered inadvertently, then (1) no use will be made of this knowledge; (2) CDE and WestEd will be advised of the incident; (3) that such identifying information will be safeguarded or destroyed as requested by CDE/WestEd; and (4) no one else will be informed of the discovered identity.
- 5) I agree to not permit access to these sensitive data by anyone not signing this agreement (as sent to WestEd or later modified and conveyed to WestEd), either electronically or hard copy.
- 6) I agree not to produce a report or publication in any form that displays disaggregated or cross-tabulated data in a way that might reveal a student's identity, or associate a survey response with an identifiable individual.
- 7) I agree that violation of this agreement by myself or any other signer will result in the Receiving Institution's loss of access to this and any other CalSCHLS data set for a period of no less than five years.
- 8) I also agree to abide by the following rules regarding data management.

Personal Computers

Stand-alone personal computers with data and documentation stored on the hard drive.

1. The computer must be located in a locked office. Key access to the office should be restricted to project personnel only. The office must be locked at all times when not occupied.
2. Use of the computer is restricted to project personnel only. In order to use the computer a password must be supplied before access is granted.
3. Any hard copy printout of the data must be stored in a locked drawer or file cabinet when not being referenced by the researchers. Printed information that is no longer needed must be disposed of. Printouts of data are not to be distributed to anyone outside of project personnel.

Mainframe and Network Computing

1. Access to the data is restricted to approved staff and contractors only. In order to access data files, account and file password(s) must be supplied.
2. The original electronic file is the only complete copy of the data allowed. All electronic copies of the data, including time-delimited temporary data analysis files, must be password protected.
3. Any hard copy printout of the data must be stored in a locked drawer or file cabinet when not being referenced by the researchers. Printed information that is no longer needed must be disposed of. Printouts of data from WestEd are not to be distributed to any unauthorized persons.

Each person using data collected by CDE/WestEd is reminded that disclosing confidential information directly or allowing unauthorized access to such information may subject that individual to criminal prosecution and/or civil recovery.

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

<u>Eric Edwards, RCSD</u> Name and Agency	_____	_____
	Signature	Date
 <u>Solomon Hill, RCSD</u> Name and Agency	_____	_____
	Signature	Date
 <u>Michael Shaw, RCSD</u> Name and Agency	_____	_____
	Signature	Date
 _____	_____	_____
Name and Agency	Signature	Date
 _____	_____	_____
Name and Agency	Signature	Date

Additional copies of the Pledge, with additional signatures, are permitted.

Receiving Institution hereby agrees to the terms and conditions set forth in sections I-V of the Application Agreement, above.

LEA Application Signature

Signature Date

Name, typed or printed

Title, typed or printed

WestEd approval granted



“OUR CHILDREN – OUR FUTURE”

Ravenswood City School District

ADMINISTRATIVE OFFICE

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

Board Members:

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

*Ms. Gina Sudaria
Interim Superintendent*

Inter-Departmental Correspondence Curriculum and Instruction

Date: May 15, 2019
Board Meeting Date: May 23, 2019
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Gina Sudaria, Interim Superintendent
Subject: Request for Approval of MOU between Ravenswood City School District and Robotics for All, Inc.

BACKGROUND:

Robotics for All will provide weekly 90 minute classes after school at Los Robles McNair Academy, using student volunteers from local high school. All students will be taught the basics of coding and robotics.

FISCAL IMPACT:

NO Financial Impact to Ravenswood City School District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the MOU with Robotics for All, Inc.

Board Approved: _____



Ravenswood City School District

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Ana Maria Pulido, Member
Sharifa Wilson, Member

Ms. Gina Sudaria
Interim Superintendent

**Memorandum of Understanding
BETWEEN
Ravenswood City School District
AND
Robotics for All, Inc.**

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

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

Robotics for All will provide weekly 90 minute classes after school at Los Robles McNair Academy classroom using student volunteers from a local high school. All students will be taught basic coding and robotics building through equipment and curriculum. All materials, curriculum and volunteer recruitment to be handled entirely by Robotics for All. The purpose of collaboration is to give students an opportunity to learn robotics.

II. TERMS OF UNDERSTANDING

This agreement is effective on August 1st, 2019 and will remain in effect until May 31st, 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 all parties.

III. SCHOOL and DISTRICT OBLIGATIONS

A. The DISTRICT will ensure that an appropriate administrator will be designated for assistance in implementing the classes of Robotics for All, Inc. The administrator will perform, but is not limited to, the following functions:

1. Provide supervision for the classes.
2. Recruit students for the class.
3. Ensure a proper space for the class to be held in.

B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and* RCS D for the development of a strategic plan for serving Ravenswood students.

C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.

- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.

RCSD agree to the reporting process outlined in Appendix A.

IV. ***Robotics for All, Inc.***

- A. ***Robotics for All, Inc.*** 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 ***Robotics for All, Inc.***
- B. ***Robotics for All, Inc.*** 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. ***Robotics for All, Inc.*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. ***Robotics for All, Inc.*** agrees that services provided by ***Robotics for All, Inc.*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***Robotics for All, Inc.*** primary oversight.
- E. ***Robotics for All, Inc.*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- F. ***Robotics for All, Inc.*** 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.
- G. ***Robotics for All, Inc.*** agrees that when its interns and volunteers are utilized, staff from ***Robotics for All, Inc.*** 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.
- H. ***Robotics for All, Inc.*** 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. ***Robotics for All, Inc.*** will provide RCSD with written verification that program staff has been cleared.
- I. ***Robotics for All, Inc.*** 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. ***Robotics for All, Inc.*** will provide RCSD with written verification that program staff has been cleared.
- J. ***Robotics for All, Inc.*** 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.

K. *Robotics for All, Inc.* 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 *Robotics for All, Inc.* management representatives.

VI. **NON-DISCRIMINATION**

Robotics for All, Inc. 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:

Robotics for All, Inc.

Yao Zou

Chairperson

4205 Suzanne Drive, Palo Alto, CA 94306

(650) 665-9734

info@roboticsforalleducation.com

Copy to:

Copy to:

TO SCHOOL 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

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

Ms. Gina Sudaria, Interim Superintendent

Date

Robotics for All, Inc.

Yao Zou, Chairperson

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Robotics for All, Inc.*

The DISTRICT and the schools within the district and (*Insert Organization Name*) 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, *Robotics for All, Inc.* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *Robotics for All, Inc.* 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 *Robotics for All, Inc.*
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *Robotics for All, Inc.* 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 *Robotics for All, Inc.* 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. *Robotics for All, Inc.* 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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"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District ADMINISTRATIVE OFFICE

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

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

*Ms. Gina Sudaria
Interim Superintendent*

Inter-Departmental Correspondence Curriculum and Instruction

Date: May 15, 2019
Board Meeting Date: May 23, 2019
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Trustees
From: Gina Sudaria, Interim Superintendent
Subject: Request for Approval of MOU between Ravenswood City School District and
Headspace

BACKGROUND:

Headspace is donating a fixed quantity of 450 annual subscriptions at no charge. These annual subscriptions expire after 1 year after activation.

FISCAL IMPACT:

NO Financial Impact to Ravenswood City School District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the MOU with Headspace

Board Approved: _____



Memorandum of Understanding between Headspace and a recipient of subscription donations via Headspace Education Initiative

This Memorandum of Understanding (“MOU” or “Agreement”) is made on May 15, of 2019 between the parties listed below:

A. Parties

- 1) Headspace Inc., whose registered office is at 2415 Michigan Ave, Santa Monica, 90404 (“Headspace”); and
- 2) Ravenswood City School District, whose office or principal place of business is at 2120 Euclid Ave, East Palo Alto, CA 94303 (“You,” “Organization,” or “the District”)

B. General Obligations and Consideration:

Headspace is donating a fixed quantity of 450 annual subscriptions at no charge to You as part of our charitable initiative to further our mission of improving the health and happiness of the world. These annual subscriptions shall expire 1 year after activation. By receiving these subscriptions, You agree to the following provisions which shall extend to Your officers, employees, and/or agents:

1. You will make best efforts to ensure all donated subscriptions are only used for their intended purpose, namely to directly benefit our charitable cause (i.e. for usage by the populations you support, and those working or volunteering for the organisation).
2. The subscriptions shall not be sold, licensed, transferred, or assigned to any individuals or organizations outside of Your charitable cause as outlined in Paragraph 1 above.
3. The subscriptions shall not be utilized for any commercial purpose whatsoever.
4. In order to further our mission, Headspace has the right to use Your name, trademarks and logo on our website and to generally publicize the relationship and publish any testimonials, which may be submitted anonymously, in order to further our mission. Notwithstanding the foregoing, Headspace must acquire the express written consent of the Organization in order to use or publicize the design or composite trademarks or logos of the Organization.
5. You shall not externally publish and/or promote the existence or nature of this relationship with Headspace for any purposes without the prior written consent

of Headspace. Notwithstanding the foregoing, You shall have the right to display and/or reference the name, logo, or trademarks of Headspace with respect to internal communications.

6. You agree to take no action which is intended, or would reasonably be expected, to harm Headspace or its reputation or to lead to unwarranted or unfavorable publicity to Headspace.
7. You agree to make all reasonable efforts to engage the agreed population with Headspace using the assets provided to you. Subscriptions will be renewed on a case-by-case basis and engagement rates will be taken into account.
8. You agree that Headspace may revoke any donated subscriptions at any time, without notice, if Headspace believes that the subscriptions are not being used for their intended purposes, or if there are any violations of the terms as set forth in this MOU.
9. You agree that Headspace may revoke/reduce/adjust any unredeemed donated subscriptions at any time without notice.
10. You agree to take part in surveys to measure qualitative data to give Headspace insight into populations served. Provided that Headspace acquires your prior written consent, it shall have the right to publicize such data and testimonials.
11. You agree to make all reasonable efforts to distribute subscription codes in a secure and contained manner.
12. You agree to indemnify Headspace and its officers, employees, and agents against any claims, damages, losses or expenses arising out of Your (or a third party's) use or provision of the subscriptions.
13. In order to use the subscriptions, each user will need to create a user account with Headspace and accept the Headspace Terms & Conditions located at
14. <https://www.headspace.com/terms-and-conditions>. Any user violating such Terms & Conditions may have their account suspended or terminated as provided therein.
15. We recommend that the subscriptions will not be provided to anyone younger than 13 years old.

C. Data Privacy:

Any information You provide will only be available in aggregated form so that Headspace can measure the success of this initiative and take steps to optimize the use of Headspace.

Individual usage and demographic information will only be used by Headspace in accordance with the standard Headspace Privacy Policy as appended to the user Terms & Conditions.

All application data relating to subscribers will be owned by Headspace, who will act as

Data Controller in respect of this data. Headspace will maintain sufficient technological and organisational security with regard to the Data.

D. Code Distribution

Headspace offers distribution through multi-use codes. One code with multiple uses is created and given to You. You are responsible for ensuring the code is not shared with anyone outside of your organisation and that it is never posted publicly.

Read and agreed
(Company)

By: _____
(signature)

Name: Gina Sudaria
(print)

Title: Interim Superintendent

Date: _____



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District

ADMINISTRATIVE OFFICE

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Board Members:

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

Mr. Gina Sudaria

Interim Superintendent

Inter-Departmental Correspondence
Curriculum and Instruction

Date: May 14, 2019

Board Meeting Date: May 23, 2019

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Trustees

From: Gina Sudaria, Acting Superintendent

Subject: Consideration to approve the MOU renewal between The Belle Haven Community Library and Ravenswood City School District

Quick Summary/Abstract:

The Belle Haven Community Library will continue partnership with the Ravenswood City School District to provide the youth of our community with the expanded learning time opportunities they need to achieve school success.

Discussion:

The renewal for Belle Haven Community Library to extend through the June 30, 2020 school year.

Fiscal Impact:

There's no financial impact to Ravenswood City School District

RECOMMENDATION:

We recommend that the Board of trustee approve the contract extension between Ravenswood City School District (RCSD) and The Belle Haven Community Library

Board Approved: _____



RENEWAL OF THE JOINT-USE LIBRARY INITIATIVE
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN RAVENSWOOD CITY SCHOOL DISTRICT
AND CITY OF MENLO PARK

WHEREAS, Ravenswood City School District ("RCSD") and City of Menlo Park ("City") desire to renew the existing Joint-Use Library Initiative Memorandum of Understanding ("MOU") for operations of the Belle Haven Community Library located at 413 Ivy Drive in Menlo Park, California; and,

WHEREAS, the existing MOU is set to expire on June 30, 2019; and,

WHEREAS, RCSD and City mutually desire to extend the term of the MOU for twelve (12) additional months through June 30, 2020; and,

WHEREAS, RCSD and City mutually desire to make no other changes to the existing MOU at this time, except for term extension noted above;

NOW, THEREFORE, RCSD and City hereby agree to renew the Joint-Use Library Initiative Memorandum of Understanding ("MOU") for operations of the Belle Haven Community Library for twelve (12) additional months through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands:

CITY OF MENLO PARK

Starla Jerome-Robinson
City Manager, City of Menlo Park

Date

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria
Interim Superintendent of Schools

Date

Attachment: Joint-Use Library Initiative Memorandum of Understanding