







“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:** June 3, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with José Valdéz Math Foundation

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**BACKGROUND:**

Common core summer math remedial program; to enable participating students to increase their math skills by one or more grade levels.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with José Valdéz Math Foundation

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







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Marielena Gaona-Mendoza, Clerk  
Sharifa Wilson, Member  
Ana Maria Pulido, Member

Ms. Gina Sudaria  
*Interim Superintendent*

**Memorandum of Understanding**  
**BETWEEN**  
**Ravenswood City School District**  
**AND**  
**José Valdés Math Foundation**

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and the ***José Valdés Math Foundation (JVMF)***. 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 a **summer-based remedial math intervention program.**

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

JVMF will offer a Common Core Summer Math Remedial Program for students currently in the 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup> grade who nearly meet or do not meet math standards. These classes will be conducted over a 28-day period at Stanford University (June 17, 2019 – August 2, 2019 - see Attachment #1 - Summer Schedule) to enable participating students to increase their math skill by one or more grade levels. The District and JVMF strive to have 80% of the students attending the Summer Math Remedial Program improve at least one full grade level in math proficiency (with approximately 25% of these improving by two years or more) as well as a restored sense of confidence and self-worth.

**II. TERMS OF UNDERSTANDING**

This agreement is effective on June 16, 2019 and will remain in effect until September 30, 2019, 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 José Valdés Math Summer Program. The administrator will perform, but is not limited to, the following functions:

1. ~~Send letters or make~~ RCSD will make an ALL call to the parents of selected students notifying to recruit them to enroll in the program.
2. Make every reasonable effort to ensure a maximum of 140 students.
3. Develop and implement a system to register selected students via the JVMF online registration page.
4. ~~Provide a Contract for transportation specifying routes to and~~
5. ~~to/from designated schools to Stanford University for the duration of the Program.~~  
Cost of transportation shall be shared equally between the two parties.

6. RCSD will provide an estimated cost of 2 buses to/from bus routes and to Stanford University for the duration of the program. This will be based on student enrollment.
7. Track performance of students and RCSD provide student data to JVMF upon the new school year.

- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between JVMF and RCSD for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
- E. ~~The DISTRICT will provide professional development to assist \_\_\_\_\_ in aligning \_\_\_\_\_ to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)~~
- F. ~~The DISTRICT will provide student report card and student progress information to \_\_\_\_\_ for instructional placement. (INCLUDE ONLY IF APPLICABLE)~~

RCSD agrees to the reporting process outlined in Appendix A.

#### IV. *José Valdés Math Foundation*

- A. *José Valdés Math Foundation* 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 *José Valdés Math Foundation* (e.g. field trips, etc.).
- B. *José Valdés Math Foundation* 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. ~~*José Valdés Math Foundation* agrees to work with RCSD Child Nutrition Services for any food service needs.~~
- D. *José Valdés Math Foundation* agrees that services provided by *José Valdés Math Foundation* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *José Valdés Math Foundation* primary oversight.
- E. *José Valdés Math Foundation* staff will ensure that there is **25:1** student to supervisory<sup>1</sup> staff ratio at all times.

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<sup>1</sup> Supervisory is defined as any one adult on school grounds in charge of **25** students or less, regardless of their status as an employee or volunteer.

- F. ~~*José Valdés Math Foundation*~~ will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
- ~~1. have an AA or BA degree or~~
  - ~~2. have 48 semester or 72 quarter college units or~~
  - ~~3. Have a passing status on the Instructional Aid Exam administered by RCSD.~~
- G. *José Valdés Math Foundation* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. *José Valdés Math Foundation* agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- I. *José Valdés Math Foundation* agrees that when its interns and volunteers are utilized, staff from *José Valdés Math Foundation* will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- J. *José Valdés Math Foundation* 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. *José Valdés Math Foundation* will provide RCSD with written verification that program staff has been cleared.
- K. *José Valdés Math Foundation* 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. *José Valdés Math Foundation* will provide RCSD with written verification that program staff has been cleared.
- L. *José Valdés Math Foundation* agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.
- M. *José Valdés Math Foundation* 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 *José Valdés Math Foundation* management representatives.

**VI. NON-DISCRIMINATION**

*José Valdés Math Foundation* 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:

*José Valdés Math Foundation*  
Robert Escobar  
Executive Director  
P.O. Box 26484  
San Jose CA 95159-26484  
(408) 386-0365,  
robert.escobar@josevaldesmath.org

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

Copy to:

Lara Burenin, Director of Curriculum &  
Instruction  
Ravenswood City School District  
2110 Euclid Avenue  
East Palo Alto, CA 94303

Copy to:

Chief Business Official, Business Services  
Ravenswood City School District  
2110 Euclid Avenue  
East Palo Alto, CA 94303

## **SIGNATURE PAGE**

### **XI. AUTHORIZATION**

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

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

#### ***RAVENSWOOD CITY SCHOOL DISTRICT***

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Ms. Gina Sudaria, Interim Superintendent

---

Date

#### ***José Valdés Math Foundation***

---

Robert Escobar, Executive Director

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Date

## APPENDIX A

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

#### RAVENSWOOD CITY SCHOOL DISTRICT and *José Valdés Math Foundation*

The DISTRICT and the schools within the district and *José Valdés Math Foundation* 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, *José Valdés Math Foundation* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *José Valdés Math Foundation* 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 *José Valdés Math Foundation*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *José Valdés Math Foundation* 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 *José Valdés Math Foundation* 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. *José Valdés Math Foundation* 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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Marielena Gaona-Mendoza, Clerk  
Ana Maria Pulido, Member  
Sharifa Wilson, Member

*Ms. Gina Sudaria*  
*Interim Superintendent*

Inter-Departmental Correspondence  
Curriculum and Instruction

**Date:** June 3, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with Canopy and Environmental Volunteers

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**BACKGROUND:**

Canopy and Environmental Volunteers will deliver educational programs requested by teachers to all classes in requested grades. Assisting teachers in understanding the alignments between these programs, Common core and Next Generation Science Standards.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Canopy and Environmental Volunteers

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





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

Ms. Gina Sudaria  
*Interim Superintendent*

**Memorandum of Understanding**  
**BETWEEN**  
Ravenswood City School District  
**AND**  
Canopy and Environmental Volunteers

---

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Canopy and Environmental Volunteers (EV)**. 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 educational programs aligned to Common Core Standards and Next Generation Science Standards requested by district teachers to all classes in the grades listed below.

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

The Ravenswood City School District agrees that:

1. Every class in the 2<sup>nd</sup> and 4<sup>th</sup> grades at all elementary schools in the district will accept the educational program(s) selected by RCSD teachers provided by Canopy.
2. The 4<sup>th</sup> and 5<sup>th</sup> grades students in the after school program at the Willow Oaks school will accept the educational program(s) selected by RCSD teachers provided by Canopy.
3. The 4<sup>th</sup> and 5<sup>th</sup> grades students in the after school program at the Los Robles school will accept the educational program(s) selected by RCSD teachers provided by Canopy.
4. Every class in the 4<sup>th</sup> and 5<sup>th</sup> grades at all elementary schools in the district will accept the educational program(s) selected by RCSD teachers provided by the EV.
5. One teacher in each grade level each year will serve as the lead contact and will coordinate arrangements with all teachers in that grade.
6. The principal at each school will provide a contact list of participating teachers for each grade with their names, emails, and phone numbers.
7. Since grant funding covers these programs, RCSD agrees to assist the EV and Canopy in completing grant requirements (including evaluation surveys for each program to be completed by each teacher no later than 30 days following the programs).
8. RCSD teachers will provide the EV and Canopy with the necessary registration information to facilitate the delivery of these programs.
9. The RCSD will provide ESL training of some form to the EV and Canopy.

The EV and Canopy agree:

1. To deliver the educational programs requested by RCSD teachers to all classes in the requested grades.
2. To provide these programs in line with the requirements of the grant funding.
3. To assist RCSD teachers in understanding the alignments between these programs and Common Core and Next Generation Science Standards.
4. To provide RCSD teachers with supplementary science resources should any of them be so interested.

**II. TERMS OF UNDERSTANDING**

This agreement is effective on **July 1, 2019** and will remain in effect until **June 30, 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 Canopy and EV educational programs. The administrator will perform, but is not limited to, the following functions:
  - Act as liaison between school sites and Canopy and EV.
  - Assist Canopy and EV in completing grant requirements (including evaluation surveys for each program to be completed by each teacher no later than 30 days following the programs).
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and* RCSD for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
- E. The DISTRICT will provide professional development to assist Canopy and EV in aligning educational programs to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)
- F. The DISTRICT will provide student report card and student progress information to Canopy and EV for instructional placement. (INCLUDE ONLY IF APPLICABLE)
- G. RCSD agree to the reporting process outlined in Appendix A.

### IV. CANOPY and ENVIRONMENTAL VOLUNTEERS

- A. Canopy and EV 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 Canopy and EV (e.g. field trips, etc.).
- B. Canopy and EV 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. Canopy and EV agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. Canopy and EV agrees that services provided by Canopy and EV pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to Canopy and EV primary oversight.
- E. Canopy and EV staff will ensure that there is **20:1 student to supervisory staff ratio** at all times.
- F. Canopy and EV will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
  - 1. have an AA or BA degree or
  - 2. have 48 semester or 72 quarter college units or
  - 3. Have a passing status on the Instructional Aid Exam administered by RCSD.

- G. Canopy and EV agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. Canopy and EV agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- I. Canopy and EV agrees that when its interns and volunteers are utilized, staff from Canopy and EV will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- J. Canopy and EV 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. Canopy and EV will provide RCSD with written verification that program staff has been cleared.
- K. Canopy and EV 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. Canopy and EV will provide RCSD with written verification that program staff has been cleared.
- L. Canopy and EV agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.
- M. Canopy and EV 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 Canopy and EV management representatives.

**VI. NON-DISCRIMINATION**

Canopy and EV 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:

**Canopy**

Catherine Martineau  
Executive Director  
3921 East Bayshore Road  
Palo Alto, CA 94305  
650-964-6110

**TO SCHOOL DISTRICT:**

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

**Environmental Volunteers**

Elliott Wright  
Executive Director  
2560 Embarcadero Road  
Palo Alto, CA 94305  
650-493-8000

Copy to:

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

Copy to:

Chief Business Official, Business Services  
Ravenswood City School District  
2110 Euclid Avenue  
East Palo Alto, CA 94303

## SIGNATURE PAGE

### XI. AUTHORIZATION

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

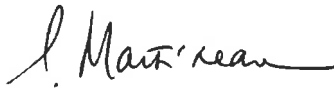
On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

#### ***RAVENSWOOD CITY SCHOOL DISTRICT***

\_\_\_\_\_  
Ms. Gina Sudaria, Interim Superintendent

\_\_\_\_\_  
Date

#### ***Canopy***



\_\_\_\_\_  
Catherine Martineau, Executive Director

\_\_\_\_\_  
May 30, 2019

\_\_\_\_\_  
Date

#### ***Environmental Volunteers***



\_\_\_\_\_  
Elliott Wright, Executive Director

\_\_\_\_\_  
May 30, 2019

## **APPENDIX A**

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

#### **RAVENSWOOD CITY SCHOOL DISTRICT and Canopy and Environmental Volunteers (EV)**

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









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**ADMINISTRATIVE OFFICE**

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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:** June 5, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with Kepler's Literary Foundation

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**BACKGROUND:**

Kepler in support of RCSD mission of providing a high quality instructional program that empowers students to achieve their personal bets; by having authors visit schools to promote excitement for and love of literacy for Ravenswood students.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Kepler's Literary Foundation.

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





“OUR CHILDREN – OUR FUTURE”

## **Ravenswood City School District BUSINESS SERVICES**

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

### **Board Members:**

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

Ms. Gina Sudaria  
*Interim Superintendent*

### **Memorandum of Understanding BETWEEN Ravenswood City School District AND Kepler's Literary Foundation**

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Kepler's Literary Foundation**. 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 Authors Visits at each school site.

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

A key tenet of the mission of the Ravenswood City School District is to provide a high quality instructional program that empowers students to achieve their personal best. RCSD's balanced literacy program strives to help every student see themselves as a lifelong reader and writer with a love of literacy and learning. The Author Visits provided by Kepler's Literary Foundation would directly support this aspect of the RCSD mission, by providing Ravenswood students with an inspiring literary experience.

Kepler's Literary Foundation is a 501(c)(3) nonprofit organization formed in partnership with Kepler's Books, a well-known independent bookstore in Menlo Park, CA. Every year Kepler's Literary Foundation produces 50 youth literary events and over 30 events in schools reaching thousands of students. These programs received national recognition when Kepler's won the Lucile Micheels Pannell Award in 2008 for excellence in bringing books and young people together, responsiveness to community needs, and an understanding of young readers.

The Kepler's staff has years of experience producing literary events in schools and regularly collaborate with leading local, national and international writers of children's books. They know from experience that these writers are thrilled about the opportunity to meet and discuss books and writing with kids who rarely get such an opportunity.

Kepler's Books has a long history of supporting literacy in Ravenswood, particularly through substantial donations to school and classroom libraries. Kepler's Literary Foundation is committed to supporting the Ravenswood City School District goal of fostering student engagement in literacy and aims to ignite a passion for reading and writing in young students.

In the sixth year of collaboration, Kepler's Literary Foundation is proposing to schedule two literary events at each school in the Ravenswood School District during the 2019-2020 school year. We will bring outstanding writers face-to-face with young readers to discuss the importance and power of storytelling. The writers and the students will delve into what inspires someone to write, how to harness their imagination, how to create characters in a story, and reinforce that everyone has a story to tell. We have seen time and again how our literary programs in schools spark imaginations and can turn reluctant readers into avid readers, and struggling writers into inspired writers.

The target population of this proposal is all Ravenswood students, TK through 8<sup>th</sup> grade. Ravenswood students will benefit from these literary events in numerous ways: they will get to meet a current children's book author; they will be able to read that author's books in their school/classroom libraries or in

classroom book sets; and they will have the opportunity to connect a real person to the name on a book's cover, learn about this person's journey to becoming an author, and understand that indeed anyone can be an author, including themselves.

Each organization of this MOU is responsible for its own expenses related to this MOU. There will not be an exchange of funds between the parties for tasks associated with this MOU.

Together, the Parties enter into this Memorandum of Understanding to mutually promote excitement for and a love of literacy for Ravenswood students. Accordingly, Ravenswood City School District and Kepler's Literary Foundation, operating under this MOU agree as follows:

## II. TERMS OF UNDERSTANDING

This agreement is effective on August 19, 2019 and will remain in effect until June 30, 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 Authors Visits at each school site. The administrator will perform, but is not limited to, the following functions:
  - Connect Kepler's Literary Foundation representative with a point person at each school site for scheduling of visit, book delivery, and any other logistics for the Author Visit.
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between Kepler's Literary Foundation and RCSD for the implementation of the Author Visits program.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
- E. "The District agrees that *Kepler's Literary Foundation* may use photographs taken at Author Events for fundraising purposes."
- F. The DISTRICT will provide professional development to assist Kepler's Literary Foundation in aligning the Author Visits program to the DISTRICT Common Core curriculum.

RCSD agree to the reporting process outlined in Appendix A.

## IV. *Kepler's Literary Foundation*

- A. *Kepler's Literary Foundation* 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 *Kepler's Literary Foundation* (e.g. field trips, etc.).

- B. *Kepler's Literary Foundation* agrees to work with RCSD Child Nutrition Services for any food service needs.
- C. *Kepler's Literary Foundation* agrees that services provided by *Kepler's Literary Foundation* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *Kepler's Literary Foundation* primary oversight.
- D. *Kepler's Literary Foundation* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes, if applicable.
- E. *Kepler's Literary Foundation* 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.
- F. *Kepler's Literary Foundation* 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.

#### 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, and *Kepler's Literary Foundation* management representatives.

#### VI. **NON-DISCRIMINATION**

*Kepler's Literary Foundation* 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:

***Kepler's Literary Foundation***

Jean Forstner  
Executive Director  
1047 El Camino Real, Suite 201  
Menlo Park, CA 94025

**TO SCHOOL DISTRICT:**

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

Copy to:

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

Copy to:

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



**SIGNATURE PAGE**

**XI. AUTHORIZATION**

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

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

***RAVENSWOOD CITY SCHOOL DISTRICT***

---

Ms. Gina Sudaria, Superintendent

---

Date

***Kepler's Literary Foundation***

---

Jean Forstner, Executive Director

---

Date

## APPENDIX A

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

#### RAVENSWOOD CITY SCHOOL DISTRICT and *Kepler's Literary Foundation*

The DISTRICT and the schools within the district and *Kepler's Literary Foundation* 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, *Kepler's Literary Foundation* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *Kepler's Literary Foundation* 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 *Kepler's Literary Foundation*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *Kepler's Literary Foundation* 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 *Kepler's Literary Foundation* 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. *Kepler's Literary Foundation* staff will send a letter concerning the incident within twenty-four (24) hours to the Director of Student Services.







"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  
Shanifa Wilson, Member

Ms. Gina Sudaria  
Interim Superintendent

Inter-Departmental Correspondence  
Special Education Department

**Date:** May 28, 2019

**Board Meeting Date:** June 13, 2019

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorable Board of Trustees

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

**Subject:** Consideration to Approve Master Contract with Ed Sped Solutions and an ISA for APE at Creative Learning Center.

---

**QUICK SUMMARY/ABSTRACT:** One of our Ravenswood students is placed at a Non Public School, Creative Learning Center, that student has Adaptive PE on his IEP. We need to contract with someone to provide APE services at CLC.

**RATIONALE:** We typically contract with SMCOE for Adaptive PE services. The county does not provide Adaptive PE for Non Public Schools so we need to hire a contractor to provide services to our student that is placed at an NPS>

**FINANCIAL IMPACT:** The student will have 42 APE sessions next school year inclusive of Extended School year. The rate is \$250 per session for a total of \$10,500.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the Master Contract with Ed Sped Solutions and the ISA for APE services for our student at CLC.



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

# Master Contract

***2019-2020***

# Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

RAVENSWOOD UNIFIED SCHOOL DISTRICT

Contract Year 2019-2020

           Nonpublic School

  X  

Nonpublic Agency

## Type of Contract:

  X  

Master Contract for the fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

           Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                                 

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***



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**2019-2020**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** Ravenswood Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Ed Sped Solutions, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2019, between Ravenswood Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the San Mateo County SELPA and Ed Sped Solutions, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code

section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No

Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent

compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and

board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through



additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification

shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

#### **15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

##### **PART I**

- A. Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state

and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance

coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

#### **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

#### **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any

commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR

to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent

health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written

description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

## **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change



its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP") the IEP team may conclude it is sufficient to address the student's behavioral

problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

*(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

**CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").**

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers,



unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness,

writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

### **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is

returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding

payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

#### **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

#### **60. PAYMENT FOR ABSENCES**

##### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

##### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that

a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in



an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Ed Sped Solutions, Inc.  
Nonpublic School/Agency

Ravenswood Unified School District  
LEA Name

By:  05/07/2019  
Signature Date

By: \_\_\_\_\_  
Signature Date

Shalini Verma/Service Coordinator  
Name and Title of Authorized Representative

Jennifer Gravem/Interim Director SPED  
Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Shalini Verma/Service Coordinator

Jennifer Gravem/Interim Director SPED

Name and Title  
Ed Sped Solutions, Inc.

Name and Title  
Ravenswood Unified School District

Nonpublic School/Agency/Related Service Provider

LEA

39159 Paseo Padre Pkwy Suite 205

2120 Euclid Ave

Address  
Fremont CA 94538

Address  
East Palo Alto. CA 94303

City State Zip  
408-372-8280 408-608-2203

City State Zip  
(650) 329-2800 (650) 325-3015

Phone Fax  
[services@edsped.com](mailto:services@edsped.com)

Phone Fax  
[jgravem@ravenswoodschools.org](mailto:jgravem@ravenswoodschools.org)

Email

Email

**Additional LEA Notification  
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

## EXHIBIT A: 2019-2020 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Ed Sped Solutions, Inc.

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: \_\_\_\_\_

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>90</u>	<u>per hour</u>
<u>Adapted Physical Education (425)</u>	<u>250</u>	<u>per hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>99</u>	<u>per hour</u>
<u>Counseling and Guidance (515)</u>	<u>109</u>	<u>per hour</u>
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>50</u>	<u>per hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>                    </u>	<u>                    </u>
<u>Interpreter Services (715)</u>	<u>                    </u>	<u>                    </u>
<u>Audiological Services (720)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Vision Services (725)</u>	<u>                    </u>	<u>                    </u>
<u>Orientation and Mobility (730)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Orthopedic Services (740)</u>	<u>                    </u>	<u>                    </u>
<u>Reader Services (745)</u>	<u>                    </u>	<u>                    </u>
<u>Transcription Services (755)</u>	<u>                    </u>	<u>                    </u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>                    </u>	<u>                    </u>
<u>College Awareness (820)</u>	<u>                    </u>	<u>                    </u>
<u>Work Experience Education (850)</u>	<u>                    </u>	<u>                    </u>
<u>Job Coaching (855)</u>	<u>                    </u>	<u>                    </u>
<u>Mentoring (860)</u>	<u>                    </u>	<u>                    </u>
<u>Travel Training (870)</u>	<u>                    </u>	<u>                    </u>
<u>Other Transition Services (890)</u>	<u>                    </u>	<u>                    </u>
<u>Other (900) – Psychoeducation Evaluation</u>	<u>2200</u>	<u>per eval</u>
<u>Other (900) – IEP meeting attendance</u>	<u>350</u>	<u>per meeting</u>
<u>Other (900) – CNA</u>	<u>40</u>	<u>per hour</u>
<u>Other (900) – para-educator</u>	<u>40</u>	<u>per hour</u>

**EXHIBIT B: 2019-2020 ISA****INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201\_\_\_\_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Ravenswood City School District Nonpublic School Creative Learning Center

LEA Case Manager: Name Anisha Nazareth Phone Number (650) 329-2880

Pupil Name Enrique Vargas-Gomez Sex: ☒ M ☐ F Grade: 1<sup>st</sup>

Address 2345 Oakwood Drive (Last) (First) City East Palo Alto (M.I.) State/Zip CA 94303

DOB 1/1/2011 Residential Setting: ☒ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian Mayra Gomez Phone ( 650 ) 730-6296 ( \_\_\_\_\_ ) (Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 30 min/week during the regular school year

30 min/week during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: 185 during the regular school year

19 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$250.00

Estimated Number of Days 42 x Daily Rate \$250 = PROJECTED BASIC EDUCATION COSTS \$10,500

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)					<u>\$250</u>	<u>42</u>	<u>\$10,500</u>
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 10,500

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 110,500

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify) \_\_\_\_\_

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

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)











"OUR CHILDREN – OUR FUTURE"

**Ravenswood City School District**  
**ADMINISTRATIVE OFFICE**

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

*Board Members:*

Tamara Sobomchin, 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:** June 3, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with Zūm.

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**BACKGROUND:**

ZUM SERVICES, INC. looking to provide a technology platform that serves as a flexible transportation solution option for the school district's internal purpose.

**FISCAL IMPACT:**

The District will be responsible for the invoices provided by Zum on a monthly basis. Rates are as follows: \$95 daily; and \$190 round trip.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Zum

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





This PREFERRED TRANSPORTATION TECHNOLOGY PLATFORM AGREEMENT ("**Agreement**") is entered into and made effective as of 5/28/19 by and between ZUM SERVICES, INC., a Delaware Corporation, located at 275 Shoreline Dr. Suite 300, Redwood City, CA 94065 ("**Zum**") and Ravenswood City School District located at 2120 Euclid Ave. East Palo Alto, CA 94303 ("**SCHOOL DISTRICT**").

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the recipient and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Overview**

Zum and SCHOOL DISTRICT seek to form a long-term partnership that will further primary objectives of providing a technology platform that provides reliable and flexible transportation solution option to SCHOOL DISTRICT for internal purposes.

2. **Term**

The term of the Agreement shall commence on the Effective Date and continue through 6/30/2020 (the "Initial Term").

3. **Duties**

**3.1 Zum Obligations.** As part of this agreement, Zum agrees to do the following:

- **Platform Provision.** Provide technology platform to school staff to facilitate transportation contracting, scheduling and payment on an as-needed basis for all the use cases that may arise from time to time over the Initial Term.
- **Zum Technology Support.** Zum will provide tech support like the following:
  - Provide Zum application to SCHOOL DISTRICT families and students to contract, schedule and manage rides, receive notifications, track rides in real-time and make payment to contract drivers through Zum platform.
  - Provide Zum application to designated SCHOOL DISTRICT staff to contract, schedule and manage rides, and make payment to contract drivers through Zum platform.
  - Provide administrative dashboard to the designated SCHOOL DISTRICT staff to enhance visibility of Zum rides originating from or ending at SCHOOL DISTRICT; and to perform other important tasks for coordinating rides.
  - Provide a dedicated account manager to the SCHOOL DISTRICT for help with any technology or ride-related issue.
  - Provide live support for SCHOOL DISTRICT families over phone call and chat customer support to families enrolled in SCHOOL DISTRICT and using Zum application.
- **Zum Integration with School District Processes.** Zum will learn and integrate with school traffic management procedures and other processes.



- **Fingerprinting and Criminal Background Check** – Zum agrees to comply with the provisions of Education Code section 33192 regarding the submission of its' employees' and agents', or drivers' fingerprints to the California Department of Justice and the completion of criminal background investigations of Zum's employees and agents or drivers. Zum will not permit any of its employees or any drivers to have any contact with any student until Zum verifies in writing to SCHOOL DISTRICT that such person has not been convicted of a felony, as defined in Education Code section 33192, and has a good driving record. Zum will adhere to applicable state and federal regulations in screening prospective employees, agents, and drivers, including the pull-notice system set forth in Vehicle Code section 1808.1, and will comply with criminal background checks and fingerprint regulations required by law.
- **Insurance** – Zum agrees to procure and maintain during the life of the agreement the following insurance with minimum limits equal to the amount indicated here – General Liability Insurance, Automobile Liability Insurance and, if required by law, Worker's Compensation insurance. Such insurance shall address claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from any portion of Zum's provision of technology described in this agreement as well as any driver's provision of services contracted through the Zum application or platform. Zum shall maintain General Liability Insurance, with a single combined limit of one million dollars (\$1,000,000.00) per occurrence and aggregate of two million dollars (\$2,000,000.00), and Automobile Liability Insurance that provides not less than one million dollars (\$1,000,000.00) per occurrence applicable to all owned, non-owned and hired vehicles.
- **Indemnification** – To the furthest extent permitted by California law, Zum agrees to defend and indemnify SCHOOL DISTRICT, and its directors, officers, employees, agents, and volunteers acting on its behalf from any and all third party claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury or death, to the extent that any Claims arise out of the negligence, recklessness or willful misconduct of: (i) Zum or its officials, officers, employees, independent contractors, agents, or (ii) drivers contracted through the Zum platform for transportation or care of students who are performing such services at the time a Claim arises. Defense and indemnity costs hereunder shall be capped at the applicable level of insurance Zum is required to maintain during the Initial Term of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

**3.2 SCHOOL DISTRICT Obligations.** As part of this agreement, SCHOOL DISTRICT agrees to do the following below in this section.

- **Designate Staff.** SCHOOL DISTRICT will designate staff for getting access to Zum application and one administrative dashboard. This staff will be allowed to schedule and contract for rides for students on behalf of school and/or parents.



4. **Fees and Payment**

4.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, will be payable by the owing party in accordance with the payment schedule. All Fees shall be paid in U.S. Dollars.

- **Payment by SCHOOL DISTRICT.** SCHOOL DISTRICT will be responsible for all the rides requisitioned by the SCHOOL DISTRICT, unless SCHOOL DISTRICT designated school staff specifically indicate on application while booking that such ride is to be charged to parent. Zum will invoice SCHOOL DISTRICT on a monthly basis and SCHOOL DISTRICT shall issue payment of such invoice within 7 days of receipt of the invoice.

4.2 **Taxes.** The owing party shall pay any sales, use or value-added taxes imposed by any taxing authority with respect to the fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the owing party.

5. **Representations and Warranties; Disclaimer**

5.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter in this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Promotion shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

5.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

6. **LIMITS OF LIABILITY.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF COMPANY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.



## 7. Termination

7.1 **Termination Events.** Either party may terminate this Agreement in the event of a material breach by the other party if the breach is not cured by the other party within thirty (30) days' notice thereof by the non-breaching party. Either party may terminate this Agreement in its entirety at any time without cause by giving thirty (30) days prior written notice of termination to the other party. Either party may terminate this Agreement immediately upon notice to the other party in the event the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

7.2 **Survival.** Any outstanding payment obligations and Sections 2, 6, 7.2, and 8 of this Agreement shall survive the expiration or termination of this Agreement.

## 8. General

8.1 **Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions. SCHOOL DISTRICT hereby consents to exclusive jurisdiction and venue in the state and federal courts sitting in San Francisco County, California.

8.2 **Force Majeure.** Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

8.3 **No Assignment.** This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an affiliate of such party, or (b) in connection with the sale of all of substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

8.4 **Entire Agreement.** This Agreement and the Appendix attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

8.5 **Independent Contractor Status.** Zum is an independent contractor, not an employee of SCHOOL. Independent Contractor's employees or subcontractors are not SCHOOL's employees. Independent Contractor and SCHOOL agree to the following rights consistent with an independent contractor relationship:





- (a) Zūm has the right to perform services for others during the term of this Agreement.
- (b) Zūm has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Zūm's services are consistent with the responsibilities set forth herein and comply with any and all applicable laws and regulations.
- (c) Zūm has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement. Said assistants, subcontractors, and employees are subject to the terms of this Agreement.
- (d) Zūm or Zūm's employees or subcontractors shall perform the services required by this Agreement; SCHOOL shall not hire, supervise or pay any assistants to help Zūm.
- (e) Neither Zūm nor Zūm's employees or subcontractors shall receive any training from SCHOOL in the skills necessary to perform the services required by this Agreement.
- (f) SCHOOL shall not require Zūm or Zūm's employees or subcontractors to devote full time to performing the services required by this Agreement.
- (g) Neither Zūm nor Zūm's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of SCHOOL. SCHOOL shall not obtain workers' compensation insurance on behalf of Zūm or Zūm's employees. If Zūm hires employees to perform any work under this Agreement, Zūm will obtain workers' compensation insurance for those employees to the extent required by law.

**Ravenswood City School District:**

**Zum Services, Inc.**

Name:  
Designation:  
Date:

Name:  
Designation:  
Date:

**Bill to:**

Billing Name:  
Billing email:  
Billing phone:  
Billing Address:



## **Appendix A**

### **Description of Services**

All route(s) and price detail(s) below

- Transportation to and from school for 2 students to begin on 5/28/19.

**Student address:**

Family Crossroads, 50 Hillcrest Drive, Daly City

**School address:**

Belle Haven Elementary School located at 415 Ivy Dr, Menlo Park, CA 94025

The total daily price: \$95 one way, and \$190 round trip







“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:** June 5, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with Health Connected

---

**BACKGROUND:**

Health Connected's professional health educators will provide 1 week (5 hours) of puberty education to all 5<sup>th</sup> graders and 2 weeks (8-10 hours) of sexual health education to all 7<sup>th</sup> graders in the District during the 2019-20 school year.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Health Connected.

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





"OUR CHILDREN – OUR FUTURE"

## Ravenswood City School District BUSINESS SERVICES

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

### Board Members:

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

Gina Sudaria

*Interim Superintendent*

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

---

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

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

Health Connected's professional health educators will provide 1 week (5 hours) of puberty education to all 5<sup>th</sup> graders and 2 weeks (8-10 hours) of sexual health education to all 7<sup>th</sup> graders in the District during the 2019-20 school year. Sexual health education is required at least once in middle school (grades 7/8) and must cover a broad range of sexual health topics as specified in the California Education Code, sections 51930-51939. Puberty education is not required under these sections of the Education Code, but is incorporated in the 5<sup>th</sup> grade California Health Content Standards for Growth, Development, and Sexual Health. While not required by the Education Code, puberty education for K-6<sup>th</sup> grade students must still meet several instructional criteria outlined in the above mentioned sections of the Education Code. All of Health Connected's proprietary curricula meet the Education Code requirements for content and course delivery and are aligned with the Health Content Standards.

Based on the number of RCSD classrooms served during the 2018-19 school year, the total value for these services is estimated to be \$20,925. Health Connected will provide these services in-kind for the 2019-20 school year, underwritten by philanthropic support.

#### II. TERMS OF UNDERSTANDING

This agreement is effective on **August 1, 2019** and will remain in effect until **June 30, 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 **puberty and sexual health education**. The administrator will perform, but is not limited to, the following functions:

Health Connected asks that one district administrator assist in identifying one person at each site as the main site contact for course scheduling. The site contact is responsible for working with Health Connected's staff to identify a mutually agreed upon time during the school year for the appropriate classrooms to receive instruction and schedule sufficient time in the class schedule to cover the course content (as noted in Section 1). Classes/sections may not exceed 30 students

without prior approval from Health Connected. The site contact will also ensure that host teachers understand the expectations during the instruction and that parents are properly informed about the instruction, consistent with requirements in the Education Code. Host teachers must be present in the classroom during course delivery and are asked to work with Health Connected's health educators to manage classroom behavior.

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

- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and RCSD* for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
- E. The DISTRICT will provide professional development to assist \_\_\_\_\_ in aligning \_\_\_\_\_ to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)
- F. The DISTRICT will provide student report card and student progress information to \_\_\_\_\_ for instructional placement. (INCLUDE ONLY IF APPLICABLE)

RCSD agree to the reporting process outlined in Appendix A.

#### IV. *Health Connected*

- A. *Health Connected* agrees to provide stated service as in Section I to the schools identified in section III.A.2. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and *Health Connected* (e.g. field trips, etc.).
- B. *Health Connected* 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. *Health Connected* agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. *Health Connected* agrees that services provided by *Health Connected* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *Health Connected* primary oversight.
- E. *Health Connected* staff will ensure that there is **20:1 student to supervisory<sup>a</sup> staff ratio** at all times.
- F. *Health Connected* will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
  - 1. have an AA or BA degree or
  - 2. have 48 semester or 72 quarter college units or
  - 3. Have a passing status on the Instructional Aid Exam administered by RCSD.

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



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

#### V. **CONFLICT RESOLUTION**

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

#### VI. **NON-DISCRIMINATION**

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

#### VII. **HOLD HARMLESS**

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

#### VIII. **CONFIDENTIALITY**

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

**IX. TERMINATION**

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

**X. NOTICES**

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

***Health Connected***

Abigail Karlin-Resnick  
Executive Director  
480 James Avenue, Redwood City, CA 94062  
650.367.1937, x14, [abi@health-connected.org](mailto:abi@health-connected.org)

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

Copy to:

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

Copy to:

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

**SIGNATURE PAGE**

**XI. AUTHORIZATION**

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

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

***RAVENSWOOD CITY SCHOOL DISTRICT***

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

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

***Health Connected***

  
Executive Director

\_\_\_\_\_  
May 29, 2019  
Date

\_\_\_\_\_

\_\_\_\_\_

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

### RAVENSWOOD CITY SCHOOL DISTRICT and *Health Connected*

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

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

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

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







“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:** June 5, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with Education Resource Strategies, Inc. (ERS)

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**BACKGROUND:**

ERS will help identify key opportunities where district leadership can strengthen the use of limited resources. The most critical area identified was teacher compensation which lags surrounding districts' compensation by \$10-30k annually over the course of a teacher's career.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Education Resource Strategies, Inc. (ERS).

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







# Ravenswood City School District

## ADMINISTRATIVE OFFICE

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

### Board Members:

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

Gina Sudaria

*Interim Superintendent*

## Memorandum of Understanding BETWEEN

Ravenswood City School District  
AND

**Education Resource Strategies, Inc. (ERS)**

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Education Resource Strategies, Inc. (ERS)***. 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 services described in Appendix B.

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

Please see Appendix B.

### II. TERMS OF UNDERSTANDING

This agreement is effective on **June 17<sup>th</sup>, 2019** and will remain in effect until **June 30<sup>th</sup>, 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 services described in Appendix B.
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and* RCSD for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of

child abuse, child neglect, harm to self or harm to others of a student residing in the district.

- E. *RCSD* agree to the reporting process outlined in Appendix A.

#### IV. **Education Resource Strategies**

- A. *ERS* 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 *ERS* (e.g. field trips, etc.).
- B. *ERS* agrees that services provided by *ERS* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *ERS* primary oversight.
- C. *ERS* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes as agreed upon by DISTRICT and *ERS*.
- D. *ERS* 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.
- E. *ERS* 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 *ERS* management representatives.

#### VI. **NON-DISCRIMINATION**

*ERS* 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:

**XI. INTELLECTUAL PROPERTY**

DISTRICT will have a non-exclusive, non-transferable license to distribute the work product or deliverables developed by ERS in the performance of the Services to the DISTRICT solely for the DISTRICT's internal use, upon the DISTRICT's payment in full of all amounts due hereunder. ERS retains ownership of all information, methodologies, data, ideas, concepts, know-how, techniques, documentation, software and development tools that ERS possesses prior to the commencement of the Services and all work product and deliverables compiled or developed by ERS in the performance of this AGREEMENT (collectively, "ERS IP").

***Education Resource Strategies, Inc.***

Noah M. Carp  
Director of Finance & Operations  
480 Pleasant Street, Suite C-200, Watertown, MA  
02472  
617-607-8796 [ncarp@erstrategies.org](mailto:ncarp@erstrategies.org)

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***

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

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

***Education Resource Strategies, Inc.***

\_\_\_\_\_  
Noah M. Carp, Director of Finance & Operations

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

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

#### RAVENSWOOD CITY SCHOOL DISTRICT and *ERS*

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

## APPENDIX B

### Ravenswood City School District: Getting and Keeping Great Teachers

#### *The Opportunity*

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In April 2019, ERS partnered with the Ravenswood City School District Instructional Leadership Team to identify key opportunities where district leadership can strengthen the use of limited resources. The most critical area identified was teacher compensation which lags surrounding districts' compensation by \$10-30k annually over the course of a teacher's career. This reality combines with an extremely challenging work environment, driven by RCSD's high concentration of student adversity compared to surrounding districts. Together these issues lead to challenges in hiring high-quality candidates and to high attrition among early career teachers.

Based on ERS' understanding of the nature of the challenge, the potential resource shifts that systems can make to invest more in instruction, and the enabling conditions for successful transformation, we propose the following types of support over the upcoming months:

- Support RCSD leadership in identifying the job structures and teacher contract adjustments that can create the conditions for accelerated student learning and rethinking the overall **teacher value proposition** such that RCSD can attract, retain, and develop the talent the district requires
- Understand the true **cost** of these strategies including the impact of increased retention, different role responsibilities, and stipends on the district's bottom line over the long-term (e.g. 8-10 years)
- Identify the **resource shifts** and other critical enabling conditions for Ravenswood to eventually adopt the full ongoing cost of increased teacher compensation
- Begin to outline a set of critical investments needed to help dramatically accelerate RCSD student performance

As a result of these work-strands, RCSD will be set up to implement a strategic system-wide approach to their human capital strategy. The approach will include a new salary schedule for teachers, strategically designed incentives to ensure that investments in teachers align with the district's priorities for academic improvement, and recommendations regarding supports specific to new teachers and investments needed to implement them.

#### *Key Work and Deliverables*

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### Phase I. Designing the Strategy

Leveraging ERS' national research on best practice, experience in supporting other districts with compensation redesign, and our understanding of system- and school-level resource use in RCSD, we propose to support RCSD leaders in crafting the next generation of the system's strategy for compensating its teachers. This work will explore ways to structure the teacher career path – including potential for leadership opportunities – and compensation along that path to encourage teacher growth and retention. With an eye toward helping to inform dialogue with the local teachers' union, we will work in partnership with RCSD leaders to address the following categories of questions.

## Developing a Human Capital Strategy

We know that salary is only one component of the value proposition for teachers. To ensure that any increases in compensation would come with a commensurate increase in retention, ERS proposes supporting RCSD leadership to rethink the complete value proposition to attract, retain and develop great teachers. We would support leadership to structure the job and identify the teacher contract changes needed – and corresponding contract negotiating questions – to enable transformative designs that can catalyze accelerated student performance. This work would answer questions such as:

- What are the most targeted ways to increase teacher compensation to a level that would attract and retain high-quality teachers to RCSD schools?
- How might the system structure leadership roles to incent top performers to pursue these roles, to provide career paths for all teachers, and to support teacher growth and instructional improvement?
- What additional flexibilities, if added to the contract, would enable transformative designs for RCSD schools?
- How can the contract and school schedules create additional space for the critical work of developing teachers through connected professional learning systems?
- What supports for new teachers are most critical for RCSD to develop and provide?
- What other high-ROI investments (e.g., signing bonuses) could be paired with an increase in teacher compensation to attract and retain the high-quality teacher candidates for RCSD?
- To what extent might compensation need to change, if at all, for other roles?
- What potential priority strategies to rapidly improve student performance could further contribute to improved teacher working conditions?
- How could philanthropic support be leveraged to address the urgent need to increase compensation in the short term, while Ravenswood organizes to be able to afford the ongoing cost in the longer-term?

Deliverables would include:

- 2-3 scenarios for changing the teacher salary schedule that would make the compensation competitive with surrounding districts in the most cost-efficient way and that we believe would have the greatest impact on retention for RCSD
- A set of recommendations on additional ways to increase the value proposition for teachers to improve overall and strategic retention (e.g., retention of new/early-career teachers).
- Review of the most recent RCSD CBA to identify where recommendations can be implemented within the bounds of the agreement and where adjustments will be needed
- Strategic support for the superintendent and other district leaders through participation in 2-3 strategy design sessions relevant to the district's human capital strategy or to overall strategic planning, as desired by the district

## Sizing the Investment

ERS proposes developing a Compensation Model for RCSD that would identify the cost implications of the different scenarios and investments outlined above over time. ERS would use



the model's output metrics to support working sessions with senior leadership and key stakeholders to answer questions such as:

- How might these changes to teacher compensation impact retention of teachers and therefore long-term costs as teachers move up the new salary schedule?
- What are the transitional, short-term and long-term costs for each scenario explored above?
- How might increasing teacher compensation impact ongoing costs of pensions, healthcare, and other related costs?

Deliverables would include:

- Long-term (e.g. 8-10 years) projected annual salary, benefits, and other compensation costs (e.g., stipends for TOSAs, increased compensation for other roles) associated with 2-3 different scenarios for raising teacher compensation to be competitive with surrounding districts
- A sizing of the trade-offs associated with each scenario, likely in terms of class size increases or overall FTE reductions, needed to permit the district to assume projected costs

## Phase II. Identifying Resource Reallocation Options

ERS proposes pausing the work after Phase I to re-examine the scope of Phase II based on the findings from the first two workstreams.

At this point, we anticipate that in Phase II ERS would conduct additional targeted analysis to understand what it would take for Ravenswood to fully assume the ongoing costs associated with increased teacher compensation in the long term (e.g., 8-10 years). This work would answer questions such as:

- What shifts in how schools organize people, time and money (such as group sizes, scheduling, and staffing) might free significant resources to be reallocated towards teacher compensation while also promoting improved student achievement?
- What impact could different approaches to school consolidation have on ongoing costs and FTE requirements?
- How might the reorganization of central office impact ongoing costs in the long-term?
- How might changing SPED service delivery models impact costs and FTE requirements, and how would different approaches translate into a range of expected cost increases or decreases?
- How is Ravenswood's revenue from all sources including LCFF, local taxes, grant funding, and other private sources projected to change over the next ten years (including the impact of declining enrollment on projected revenue)? What additional revenue sources might be available to the district?

Deliverables would include:

- Potential schedules/timelines for how the district could assume the costs described above associated with their highest priority changes and the implied trade-offs and resource reallocations required along the way to take on the full responsibility for the ongoing costs over time

### *Proposed Timeline & Budget*

	Cost	June			July			Aug		
Phase 1A: Developing a Human Capital Strategy	\$45k									
Phase 1B: Sizing the Investment	\$55k									
Phase II: Identifying Resource Reallocation Options	TBD							◆		

◆ At this point, we would re-evaluate the work remaining in partnership with the district to agree upon the remaining scope of work to identify resource reallocation options to implement the identified human capital strategy.

Note: Significant efficiencies are gained for each workstream by being completed in conjunction with the others. These prices reflect the combination of these workstreams, not the stand-alone price.

We understand that the cost of ERS's support is significant to school districts and their philanthropic partners. We are proud that our non-profit status enables us to charge significantly less than for-profit consulting firms. Our internal analysis suggests that our daily blended rate is roughly a third the cost of for-profit consulting firms who provide consultation to school districts.

### *How We Work*

We envision working closely with the Superintendent and a small group of district and school leaders on a weekly or bi-weekly basis throughout the project to identify and provide data, design and implement the components outlined above as well as to review analytic findings along the way.

ERS is uniquely positioned to play our role because of our nationally recognized team, unrivaled data systems, and nonprofit status that enables collaboration.

ERS is the only organization with more than ten years of experience working with urban school systems across the country in strategic resource allocation. We are staffed by approximately forty district and state technical assistance providers and 15 members of our core services team, which includes administration, communications, technology, finance, and human resources. Our team has a unique blend of strengths: we look for talented, motivated individuals with both analytic expertise and a deep understanding of public education. Many of our team members have been public school teachers or administrators. Our leadership team brings a blended background from the top private-sector strategy consulting firms (Bain, McKinsey, and Parthenon) and district leadership (Budget Director of DC Public Schools, Director of Accountability for Chicago Public Schools). Together, our team is drawn to the work and to ERS for our mission and core values: impact, service, teamwork, learning, candor, and work-life balance.

ERS typically maps each district stakeholder to a primary point of contact on the ERS team based on experience and level so that most of the interaction district staff members experience with the project is run through a single ERS point of contact. Our feedback over the years has been that this approach is strongly preferred by district staff and enables stronger relationship development, more efficient use of time and ultimately better project outcomes.

In addition, ERS core project team members are typically allocated to projects as their primary assignment, meaning that they will not have significant commitments to other district projects. This gives us greater flexibility in scheduling and in being directly accessible to district staff when not on site. Finally, ERS core team members are typically assigned to a project for its duration. We have an average 90% annual retention for employees, which allow us to maintain teams over project durations.









"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:** June 5, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with New Leaders, Inc.

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**BACKGROUND:**

New Leaders hereby agrees to provide services for District. New Leaders will perform the Services and other duties provided in this MOU to the best of New Leaders' ability, in a trustworthy, efficient, professional and workmanlike manner, and will comply with District's policies and procedures pertaining to third-party consultants in all material respects to the extent it is informed of such policies and procedures by District.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with New Leaders, Inc.

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







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Ana Maria Pulido, Member  
Sharifa Wilson, Member

Gina Sudaria  
*Interim Superintendent*

**Memorandum of Understanding**  
**BETWEEN**  
Ravenswood City School District  
**AND**  
New Leaders, Inc.

This Memorandum of Understanding ("MOU" or "Agreement") describes and confirms an agreement between the **Ravenswood City School District ("DISTRICT" or "RCSD")** and **New Leaders, Inc. ("New Leaders")** (together the "Parties" and each a "Party"). 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 professional development services for District school leaders through New Leaders proprietary programs.

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

New Leaders hereby agrees to provide services for District as described in Exhibit A hereto, as may be amended by the parties upon mutual agreement in writing (the "Services"). New Leaders will perform the Services and other duties provided in this MOU to the best of New Leaders' ability, in a trustworthy, efficient, professional and workmanlike manner, and will comply with District's policies and procedures pertaining to third-party consultants in all material respects to the extent it is informed of such policies and procedures by District. New Leaders may use consultants and other subcontractors to provide the Services without prior approval by District. While New Leaders will attempt to comply with District's requests for specific individuals to perform the Services, New Leaders shall be responsible for assigning and reassigning New Leaders' employees and consultants, as appropriate, to perform the Services.

**II. TERMS OF UNDERSTANDING**

This agreement is effective on June 13, 2019 and will remain in effect until June 30, 2022, 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 professional development services for district leaders. The administrator will perform, but is not limited to, the following functions:

- i. Coordinate with New Leaders to identify a mutually acceptable implementation calendar prior to program kick-off;
- ii. Provide New Leaders at least thirty (30) days' notice of any proposed cancellations or changes in the implementation calendar and work with New Leaders to identify mutually acceptable alternative implementation dates;
- iii. Review and provide comments on session materials reasonably in advance of each session to allow New Leaders to make appropriate revisions; comments shall be

- consolidated through one District point of contact and shall result in one round of revisions by New Leaders;
- iv. Engage in monthly, or as needed, check-ins with New Leaders to ensure delivery of Services aligns with District's expectations;
  - v. Engage in planning meetings with New Leaders, as needed;
  - vi. Establish agreements with New Leaders around outcomes for participants around practice as a result of these programs;
  - vii. Cooperate with New Leaders to develop program metrics for both Parties' evaluation purposes and to assess progress against those metrics;
  - viii. Coordinate logistics for all in-person sessions, including ensuring technology needs, catering, and other set-up are available;
  - ix. Provide information regarding District's strategies, frameworks, and expectations to inform design and delivery of the programs;
  - x. Respond to New Leaders' inquiries and updates in a reasonably timely manner;
  - xi. Clearly delineate expectations, roles, and responsibilities of each vendor providing services to the District to ensure coherence and alignment of the Services;
  - xii. Make available to New Leaders certain data regarding participants for programmatic purposes or research and evaluation purposes; and
  - xiii. Fulfill other responsibilities as set forth herein.

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

RCSD agree to the reporting process outlined in Appendix A.

#### IV. NEW LEADERS OBLIGATIONS

- A. NEW LEADERS agrees to provide stated service as in Section I. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and NEW LEADERS (e.g. field trips, etc.).
- B. NEW LEADERS agrees to collaborate with the Director of Student Services and/or District Summer Program Coordinator and other RCSD staff in providing timely, programming updates, s, accountability reports, and other unspecified reporting.
- C. NEW LEADERS agrees that services provided by NEW LEADERS pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to NEW LEADERS primary oversight.
- D. NEW LEADERS agrees to provide orientations/presentations to district representatives, program staff, and school staff for informative purposes.
- E. NEW LEADERS agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with District Staff in the planning and coordination of these events.
- F. NEW LEADERS agrees that when its interns and volunteers are utilized, staff from 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.

- G. NEW LEADERS 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. NEW LEADERS will provide RCSD with written verification that program staff has been cleared.
- H. NEW LEADERS 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. NEW LEADERS will provide RCSD with written verification that program staff has been cleared.
- I. NEW LEADERS 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.
- J. NEW LEADERS 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 ten- (10) 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 NEW LEADERS management representatives.

#### **VI. NON-DISCRIMINATION**

NEW LEADERS 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**

New Leaders 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.

(i) "Confidential Information" shall mean information of a confidential and proprietary nature revealed by or through a party (whether in writing, orally or by another means) to the other party in connection with this Agreement, including, without limitation, (i) all forms and types of educational methods and training materials, financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing; (ii) information traditionally recognized as proprietary trade secrets; (iii) all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing; and (iv) any information marked as confidential by a Party.

(ii) Each Party acknowledges that, through the performance of the Services, it may have access to Confidential Information. Confidential Information provided by New Leaders includes but is not limited to any materials marked as confidential by New Leaders. Each Party agrees not

to publish or otherwise disclose to any person, without specific permission by the other Party, any Confidential Information, nor to use said Confidential Information for any purposes not related to the Services, unless any Confidential Information (i) is or becomes generally known to and available for use by the public other than as a result of a Party's acts or omissions in breach of this Agreement, or (ii) is required to be disclosed pursuant to applicable law or court order. In the event that a Party is requested or required by law or court order to disclose any Confidential Information, that Party will provide the other Party with prompt notice of such request or requirement in order to enable the other Party to seek an appropriate protective order or other remedy (and if a Party seeks such an order or remedy, the other Party will cooperate with it, at the expense of the Party seeking the order or remedy, in connection therewith). Upon expiration or termination of the Agreement, or at any other time a Party ("Disclosing Party") may request in writing, the other Party ("Receiving Party") will deliver to Disclosing Party or, at Disclosing Party's option, destroy, all Confidential Information and other documents relating thereto, that Receiving Party may then possess or have under his or her control, provided that Receiving Party will not be required to deliver to Disclosing Party or destroy any materials in Receiving Party's possession that were obtained or prepared by Receiving Party prior to the engagement hereunder or outside the scope of the Services. The parties hereto agree that Disclosing Party would suffer irreparable harm from a breach by Receiving Party of any of the covenants or agreements contained in this Section VIII. In the event of an alleged or threatened breach by Receiving Party of any of the provisions of this Section VIII, Disclosing Party or its successors or assigns may, in addition to all other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof without the requirement of posting any bond.

#### **IX. TERMINATION**

This Agreement may be terminated by either Party for any reason whatsoever by giving a minimum of thirty (30) days advance written notice to all parties. In the event that either party terminates this Agreement, District shall pay New Leaders for: (1) all services provided pursuant to this Agreement prior to receipt of said notice of termination; (2) Services rendered during the period in which New Leaders seeks to cure the breach outlined in the written notice of such breach; and (3) during such period wherein New Leaders brings work to a close. The following provisions survive the termination of this Agreement for any reason whatsoever: Sections VIII (Confidentiality), X (Intellectual Property), XI (Representations and Warranties), VII (Hold Harmless), and XII (Limitation of Liability) IX (Termination).

#### **X. INTELLECTUAL PROPERTY**

- (i) The Parties acknowledge and agree that, as between the parties, New Leaders retains and exclusively owns all right, title and interest in and to its intellectual property rights, including but not limited to: (i) inventions, patents and patent applications; (ii) trademarks, service marks, designs, logos, trade names, Internet domain names; (iii) copyrights or other works of authorship (whether or not copyrightable); (iv) trade secrets, know-how, processes, methodologies, techniques, ideas, and concepts; and (v) technology and software (collectively, the "New Leaders IP"). For the avoidance of doubt, the New Leaders IP includes any works authored or developed by New Leaders in connection with this Agreement. No license is granted in, to or under the New Leaders IP other than as expressly set forth herein.
- (ii) District employees participating in the Services ("Participants") may receive copies of New Leaders' proprietary tools, job aids, handouts, or similar materials with ongoing practical application (collectively, "Tools") as part of their participation. Participants will receive a limited license, as set forth on the Tools, to use the Tools for purposes of their work in District and for their personal and professional development. "Tools" does not include curriculum or instructional material prepared by New Leaders to deliver the Services.

#### **XI. REPRESENTATIONS AND WARRANTIES**

- (i) New Leaders represents and warrants to District that New Leaders has the right and authority to enter into and perform its obligations under this Agreement and that it will comply with any applicable law in carrying out its obligations under this Agreement. Except as expressly stated in this Agreement, New Leaders makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or otherwise.

(ii) District represents and warrants to New Leaders that it has the power and authority to enter into and perform its obligations under this Agreement and that it will comply with any applicable law in carrying out its obligations under this Agreement. In addition, New Leaders shall be entitled to rely on all District decisions and approvals.

**XII. LIMITATIONS OF LIABILITY.** In no event shall New Leaders or its officers, directors, trustees, employees, or other representatives be liable to District or any other person for any indirect, incidental, special, exemplary, consequential, or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to the Services or this Agreement, whether such liability is asserted on the basis of contract, tort, or otherwise, even if New Leaders has been advised of the possibility of such damages. New Leaders' total liability for all damages arising from or relating to the Services or this Agreement shall be limited to \$5,000.

**XIII. NOTICES**

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

New Leaders, Inc.  
Laura B. Kadetsky  
General Counsel, Chief Business Solutions Officer,  
& Secretary  
1003 K Street, NW Suite 500  
Washington, DC 20001  
[legalteam@newleaders.org](mailto:legalteam@newleaders.org)

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

Copy to:

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

Copy to:

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

#### **NEW LEADERS, INC.**

---

Jean Desravines, Chief Executive Officer

---

Date

---

Laura Kadetsky, General Counsel,  
Chief Business Solutions Officer, & Secretary

---

Date

## APPENDIX A

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

#### RAVENSWOOD CITY SCHOOL DISTRICT and NEW LEADERS, INC.

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1. In the case of harm to self, harm to others, or reporting of child abuse, NEW LEADERS) staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and NEW LEADERS ) 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 NEW LEADERS.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to NEW LEADERS 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.

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4. NEW LEADERS 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...)

## Exhibit A

New Leaders' Pre-proposal for Ravenswood City School District dated May 9, 2019 attached hereto and incorporated herein.









“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:*

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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:** June 5, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with Instruction Partners

---

**BACKGROUND:**

Instruction Partners will perform the Services and other duties provided in this MOU. Instruction Partners may use consultants and other subcontractors to provide the Services without approval by District.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Instruction Partners

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





## 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

Gina Sudaria  
*Interim Superintendent*

### Memorandum of Understanding BETWEEN

Ravenswood City School District  
AND

### Instruction Partners

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Instruction Partners**. 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 instructional support services for teachers, teacher leaders, school leaders, and district personnel.

## I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

Instruction Partners hereby agrees to provide services for District as described in Exhibit A hereto, as may be amended by the parties upon mutual agreement in writing (the "Services"). Instruction Partners will perform the Services and other duties provided in this MOU to the best of Instruction Partners' ability, in a trustworthy, efficient, professional and workmanlike manner, and will comply with District's policies and procedures pertaining to third-party consultants in all material respects to the extent it is informed of such policies and procedures by District. Instruction Partners may use consultants and other subcontractors to provide the Services without prior approval by District. While Instruction Partners will attempt to comply with District's requests for specific individuals to perform the Services, Instruction Partners shall be responsible for assigning and reassigning Instruction Partners' employees and consultants, as appropriate, to perform the Services

## II. TERMS OF UNDERSTANDING

This agreement is effective on June 13, 2019 and will remain in effect until June 30, 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 instructional support services for teachers, teacher leaders, school leaders, and district personnel. The administrator will perform, but is not limited to, the following functions:

- i. Coordinate with Instruction Partners to identify a mutually acceptable implementation calendar prior to program kick-off;
- ii. Provide Instruction Partners at least thirty (30) days' notice of any proposed cancellations or changes in the implementation calendar and work with New Leaders to identify mutually acceptable alternative implementation dates;
- iii. Engage in monthly, or as needed, check-ins with Instruction Partners to ensure delivery of Services aligns with District's expectations;
- iv. Engage in planning meetings with Instruction Partners, as needed;



- v. Establish agreements with Instruction Partners around outcomes for participants around practice as a result of these programs;
  - vi. Coordinate logistics for all in-person sessions, including ensuring technology needs, catering, and other set-up are available;
  - vii. Provide information regarding District's strategies, frameworks, and expectations to inform design and delivery of the programs;
  - viii. Respond to Instruction Partners' inquiries and updates in a reasonably timely manner;
  - ix. Clearly delineate expectations, roles, and responsibilities of each vendor providing services to the District to ensure coherence and alignment of the Services;
  - x. Make available to Instruction Partners certain data regarding participants for programmatic purposes or research and evaluation purposes; and
  - xi. Fulfill other responsibilities as set forth herein.
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and* RCSD for the development of a strategic plan for serving Ravenswood students.
  - C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
  - D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
  - E. The DISTRICT will provide professional development to assist Instruction Partners in aligning support services to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)

RCSD agree to the reporting process outlined in Appendix A.

#### IV. ***Instruction Partners***

- A. ***Instruction Partners*** 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 ***Instruction Partners*** (e.g. field trips, etc.).
- B. ***Instruction Partners*** 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. ***Instruction Partners*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. ***Instruction Partners*** agrees that services provided by ***Instruction Partners*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***Instruction Partners*** primary oversight.
- E. ***Instruction Partners*** staff will ensure that there is **20:1 student to supervisory<sup>a</sup> staff ratio** at all times.
- F. ***Instruction Partners*** will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
  - 1. have an AA or BA degree or
  - 2. have 48 semester or 72 quarter college units or
  - 3. Have a passing status on the Instructional Aid Exam administered by RCSD.

---

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





- G. ***Instruction Partners*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. ***Instruction Partners*** agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- I. ***Instruction Partners*** agrees that when its interns and volunteers are utilized, staff from ***Instruction Partners*** will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- J. ***Instruction Partners*** 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. ***Instruction Partners*** will provide RCSD with written verification that program staff has been cleared.
- K. ***Instruction Partners*** 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. ***Instruction Partners*** will provide RCSD with written verification that program staff has been cleared.
- L. ***Instruction Partners*** agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.
- M. ***Instruction Partners*** 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 ***Instruction Partners*** management representatives.

VI. **NON-DISCRIMINATION**

***Instruction Partners*** 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:

***Instruction Partners***

Emily Freitag  
CEO  
604 Gallatin Ave., Suite 202 Nashville, TN 37206  
615.788.5115;  
[Emily.Freitag@instructionpartners.org](mailto:Emily.Freitag@instructionpartners.org)

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

***Instruction Partners***

  
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
June 7, 2019  
Date



## APPENDIX A

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

#### RAVENSWOOD CITY SCHOOL DISTRICT and *Instruction Partners*

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











“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:** June 5, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with The San Francisco 49ers Academy

---

**BACKGROUND:**

The San Francisco 49ers Academy works with volunteers, partners and the local community to provide students with the supports they need to succeed both inside and outside the classroom. We provide these supports in three different tiers. By differentiating our supports, we are able to serve most students in a school and also focus attention on targeted students that have significant needs.

**FISCAL IMPACT:**

There is no financial impact to the school district.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with The San Francisco 49ers Academy

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





"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

Gina Sudaria

*Interim Superintendent*

### **Memorandum of Understanding BETWEEN**

Ravenswood City School District  
**AND**

The San Francisco 49ers Academy

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and the San Francisco 49ers Academy. The purpose of this agreement is to formalize and clarify any expectations of and the relationship between the parties involved, thereby ensuring an effective working relationship for the implementation of the San Francisco 49ers Academy Program at Ravenswood Middle School (RMS)

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

Struggling students and their families have a hard time accessing and navigating the maze of public and private services. There may be ample resources in our community, but rarely is there someone on the ground who is able to connect these resources with the school administration and students that need them most. Through a school-based program (embedded in the school day), the 49ers Academy brings community resources into schools to empower success for all students by removing barriers for vulnerable students at risk of dropping out, keeping kids in schools and on the path to graduation and leveraging evidence, relationships and local resources to drive results.

The San Francisco 49ers Academy works with volunteers, partners and the local community to provide students with the supports they need to succeed both inside and outside the classroom. We provide these supports in three different tiers. By differentiating our supports, we are able to serve most students in a school and also focus attention on targeted students that have significant needs.

- Tier 1: School-wide services
- Tier 2: Targeted programs
- Tier 3: Individualized support

The San Francisco 49ers Academy will bring support and resources to RMS by doing the following:

- Partner with RMS and district leadership to identify where the San Francisco 49ers Academy can have the greatest impact at RMS.
- The 49ers Academy fills a pivotal role as the single point of contact working inside RMS coordinating services and providing integrated student supports.
- Partners with the school, district, local agencies, businesses and foundations to garner support for the San Francisco 49ers Academy and its work
- Mobilizes community resources to address academic and nonacademic barriers

- Continuously evaluates their work at all levels to ensure progress is made and goals are met.

## II. TERMS OF UNDERSTANDING

This agreement is effective on July 1, 2019 and will remain in effect until June 30, 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 San Francisco 49ers Academy's program at RMS. The administrator will perform, but is not limited to, the following functions:

Regular check-ins with designated 49ers Academy leadership.

- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and* RCSD for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, access to infinite campus, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.
- E. The DISTRICT will provide professional development to assist the San Francisco 49ers Academy in aligning academic programs to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)
- F. The DISTRICT will provide space at RMS in rooms 1, 2, 3 & and continued use of the 49ers Academy administrative building space at Costaño.
- G. RCSD agree to the reporting process outlined in Appendix A.

## IV. *The San Francisco 49ers Academy*

- A. *The San Francisco 49ers Academy* 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 *the San Francisco 49ers Academy* (e.g. field trips, etc.).
- B. *The San Francisco 49ers Academy* agrees to collaborate with the Director of Student Services and other RCSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
- C. *The San Francisco 49ers Academy* agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. *The San Francisco 49ers Academy* agrees that services provided by *the San Francisco 49ers Academy* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *the San Francisco 49ers Academy* primary oversight.

- E. *The San Francisco 49ers Academy* staff will ensure that there is **20:1 student to supervisory<sup>a</sup> staff ratio** at all times.
- F. *The San Francisco 49ers Academy* will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
  - 1. have an AA or BA degree or
  - 2. have 48 semester or 72 quarter college units or
  - 3. Have a passing status on the Instructional Aid Exam administered by RCSD.
- G. *The San Francisco 49ers Academy* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. *The San Francisco 49ers Academy* agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- I. *The San Francisco 49ers Academy* agrees that when its interns and volunteers are utilized, staff from *the San Francisco 49ers Academy* will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- J. *The San Francisco 49ers Academy* 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. *The San Francisco 49ers Academy* will provide RCSD with written verification that program staff has been cleared.
- K. *The San Francisco 49ers Academy* 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. *The San Francisco 49ers Academy* will provide RCSD with written verification that program staff has been cleared.
- L. *The San Francisco 49ers Academy* agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.
- M. *The San Francisco 49ers Academy* 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 *the San Francisco 49ers Academy* management representatives.

---

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

VI. **NON-DISCRIMINATION**

*The San Francisco 49ers Academy* 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:

***The San Francisco 49ers Academy***

Name: Michele Sharkey  
Position in organization: Executive Director  
Address: 2695 Fordham Street, East Palo Alto  
Phone number & Email address  
650-614-4303  
Michele@49ersacademy.org

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

Copy to:

Chief Business Official, Business Services  
Ravenswood City School District  
2110 Euclid Avenue  
East Palo Alto, CA 94303



## **SIGNATURE PAGE**

### **XI. AUTHORIZATION**

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

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

#### ***RAVENSWOOD CITY SCHOOL DISTRICT***

---

Gina Sudaria, Interim Superintendent

---

Date

#### ***The San Francisco 49ers Academy***

---

Michele Sharkey, Executive Director

---

Date

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

### RAVENSWOOD CITY SCHOOL DISTRICT and the San Francisco 49ers Academy

The DISTRICT and the schools within the district and *the San Francisco 49ers Academy* 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, *the San Francisco 49ers Academy* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process *the San Francisco 49ers Academy* 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 *the San Francisco 49ers Academy*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *the San Francisco 49ers Academy* 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 *the San Francisco 49ers Academy* 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. *The San Francisco 49ers Academy* 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 filed.







"OUR CHILDREN – OUR FUTURE"

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

### **ADMINISTRATIVE OFFICE**

2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 325-3015

#### *Board Members:*

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

Ms. Gina Sudaria  
Interim Superintendent

**Date:** June 5, 2019

**To:** Honorable Board of Trustees

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

**Re:** Consideration to Approve the Contract with Lewis & Tibbitts, Inc. for the Belle Haven Elementary School Kindergarten Playground Modification

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

RCSD Administration in conjunction with SVA Architects requested proposals from contractors for the Belle Haven Elementary School Kindergarten Playground Modification. The District advertised for this project in the local newspaper twice and posted the RFI in local trade journals as well. There were also two (2) non-mandatory job walks at the Belle Haven Elementary School campus for all prospective bidders so they had an opportunity to review the areas of work.

Two (2) bid proposals were received and evaluated by District Administration, Telacu Construction Management, and the Architect. By law, the District is required to award the bid to the lowest responsive bidder.

Based on the review and discussions of the proposals received, the recommendation is to award the contract to Lewis & Tibbitts, Inc., which was the lowest responsive bidder. Their bid was for \$523,500.00.

#### **RATIONALE:**

This is the next part of the continuing improvements to the Belle Haven Elementary School campus, where one of the goals is ensuring that our students have a safe environment. This project will achieve this goal by providing a new kindergarten playground. The following is a brief description of the work that will be done for the campus site:

- All site work for the kindergarten area, including grading, new asphalt, fencing, and striping
- Installation of new playground equipment with Pour In Place (PIP) surfacing

#### **FINANCIAL IMPACT:**

The total estimated cost of the project is \$523,500, which will be funded through Measure H bond funds.



**RECOMMENDATION:**

It is recommended that the Board of Trustees approved the contract with Lewis & Tibbits, Inc. for the Belle Haven Elementary School Kindergarten Playground Modification.





## San Mateo County Times

c/o Bay Area News Group  
1730 S. El Camino Real, Suite 450  
San Mateo, CA 94402  
408-920-5332  
2060328

RAVENSWOOD CITY SD  
ATTN: ACCOUNTS PAYABLE  
2120 EUCLID AVE.  
EAST PALO ALTO, CA 94303

### PROOF OF PUBLICATION

FILE NO. N.Bruno: Bid No.2019-40104: Belle  
Haven

In the matter of

#### San Mateo County Times

The undersigned deposes that he/she is the Public Notice Advertising Clerk of the SAN MATEO COUNTY TIMES, a newspaper of general circulation as defined by Government Code Section 6000, adjudicated as such by the Superior Court of the State of California, County of San Mateo (Order Nos. 55795 on September 21, 1951), which is published and circulated in said county and state daily (Sunday excepted).

The PUBLIC NOTICE

was published in every issue of the SAN MATEO COUNTY TIMES on the following date(s):

04/24/2019, 04/30/2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: April 30, 2019

  
Public Notice Advertising Clerk

Legal No.

0006327704

#### INVITATION TO BID

1. BID PROJECT: Notice is hereby given that the governing board ("Board") of the Ravenswood City School District will receive sealed bids for the following project, Bid No. 2019-40104: Belle Haven Elementary School Kindergarten Play Area Renovation and Site Improvements.

2. BID DEADLINE: Sealed Bids must be received no later than Friday May 24, 2019 at 9:30 AM. at the District Board Room. The District Board room is located at 2120 Euclid Ave., East Palo Alto, CA 94303 at which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in his/her bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be considered non-responsive and returned to the bidder.

3. BID ESTIMATE: Total construction budget is \$ 500,000.00

4. BID DURATION: Contract schedule is approximately 75 days. Construction is expected to begin as soon as possible after June 1, 2019 with project completion by August 1, 2019.

5. BID SCOPE: This project will include the kindergarten play area replacement and associated site work.

6. CONTRACTOR LICENSE: The required State of California Contractor License(s) are noted accordingly. To bid on a particular Bid Package, a Bidder is required to possess the license(s) indicated. The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

BID PACKAGE: 01  
TRADE(S) DESCRIPTION: A or B  
LICENSE #: A or B

7. BID DELIVERY METHOD TYPE: The District is bidding the overall Project pursuant to a traditional design-bid-build method in which the contract will be awarded to the lowest responsive and responsible bidder.

8. BID PRE-QUALIFICATION: As a condition of bidding for this Project, and in accordance with California Public Contract Code Section 20111.6, prospective bidders and all subcontractors with the following license classifications must be prequalified by the District: A, B, C-4, C-5, C-7, C-8, C-9, C-10, C-12, C-16, C-17, C-20, C-24, C-35, C-36, C-38, C-42, C-43, C-46 and C-51 license(s) that intend to bid as a prime contractor or as a first tier subcontractor to a prime contractor that is bidding directly to the District. These prospective bidders are required to submit to the District a completed set of prequalification documents on forms provided by the District. These documents will be the basis for determining which bidders are qualified to bid on this Project.

Bids will not be accepted if a Contractor has not been prequalified where prequalification is required. Prequalification documents are included within the bid documents and will also be distributed electronically by TELACU Construction Management.

Prequalification documents must be submitted to Attn: Norine Ravenswood City School District located at 2120 Euclid Street, East Palo Alto, CA 94303. Pre-Qualification/Confidential by Wednesday, May 8, 2019 at 2:00PM for all applicable Bid Packages. Trade Contractors will be notified by telephone, fax or by mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the bid opening date.

9. SUBMISSION: All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the instructions to Bidders.

10. BID FORMS: As security for its Bid, each bidder shall provide with its Bid form

- a bid bond issued by an admitted surety insurer on the form provided by the District,
- cash, or
- a cashier's check or a certified check, drawn to the order of the Ravenswood City School District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

11. PERFORMANCE BOND: The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project. The successful Bidder may substitute securities for



any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

**12. PREVAILING WAGE:** The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <http://www.dir.ca.gov>. Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

**There is no Project Labor Agreement (PLA) on this construction project.**

**13. CONTRACTOR REGISTRATION:** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.

**14. DVBE:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding. For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.

**15. NON-MANDATORY JOB WALK:** There will be two (2) Non-Mandatory Job Walks. The Job Walks are to be held on Friday, April 26, 2019 at 11:30 am and on Friday, May 3, 2019 at 11:30 am outside the main office. The site address is 415 Ivy Drive, Menlo Park, CA 94025. All participants are required to sign in with Telacu Construction Management outside the school's main office. The job walk is expected to take approximately one (1) hour.

**16. BID DOCUMENT AVAILABILITY:** Bid documents will be available beginning April 24, 2019 from the District's website at URL: <http://ravenswoodschools.org/rfps>. If you require access assistance, please contact Norine Bruno at [nbruno@telacu.com](mailto:nbruno@telacu.com).

**17. DISTRICT'S RIGHT:** The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

The District shall award the Contract. If it awards it at all, to the lowest responsive bidder based on: the total bid amount.

**18. BID CONTACT PERSONNEL:** If interested please contact TELACU Construction Management at:

Norine Bruno  
Project Manager  
[nbruno@telacu.com](mailto:nbruno@telacu.com)  
Tel: 714-474-4072

Blaine Yoder  
Director  
[byoder@telacu.com](mailto:byoder@telacu.com)  
Tel: 760-801-3849

SMCT#6327704; Apr. 24, 2019



**DIV 00**

**CONSTRUCTION CONTRACT DOCUMENTS  
Bid No. 2018-19-PTN#40**

***RAVENSWOOD CITY SCHOOL DISTRICT***

**BELLEHAVEN ELEMENTARY SCHOOL  
415 Ivy Drive  
Menlo Park, CA 94025**

**KINDERGARTEN PLAYGROUND EQUIPMENT & SITE WORK**

**2120 Euclid Ave.  
East Palo Alto, CA 94303**



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## INSTRUCTIONS

NOTICE IS HEREBY GIVEN that Ravenswood School City District ("District") will receive sealed bids for the construction of the Belle Haven Elementary School Kindergarten Play Area Renovation, located at 415 Ivy Drive, Menlo Park, California in accordance with the plans and specifications prepared by SVA Architects, Inc. ("Architect").

This is a state funded project      Yes      No   X   (Bidders are advised that state funded projects are subject to certain additional conditions, including with respect to prequalification of certain subcontractors and DVBEs that are more fully described herein.)

1. Time of Opening: Bids will be opened on **Friday, May 24, 2019** Bid documents must be sealed, marked with the project name and bid title. All Bids must be received at the Ravenswood City School District located at the District's main office at 2120 Euclid Ave., E. Palo Alto, CA **BEFORE 9:30:00 AM on Friday, May 24, 2019**. Bids which are submitted on or after **9:30:00 AM** or facsimile bid transmissions will not be accepted.

2. Contractor Requirements:

a. All Bidders must have and maintain a **contractor class A or B** contractor's license in order for their bids to be considered responsive. Bidder may bid only on work of a kind for which it is properly licensed by the California Contractors' State License Board. Joint venture Bidders must possess a joint venture license. The Bidder must be licensed at the time of bid and the license must remain current for the duration of the Project. Failure to supply complete license requirement information and signature under penalty of perjury on the bid form may result in the bid being considered non-responsive and rejected.

b. Only **prequalified** contractors and subcontractors may submit bids or be listed in bids for this project. Please contact Norine Bruno with Telacu Construction Management; 714-474-4072 to verify your company's prequalification status. All applications to prequalify must be in writing. The District has retained a third party accountant/auditor to administer the prequalification process and it can take up to three (3) weeks to complete the process, depending on the timeliness and completeness of the application, the number of applications being reviewed, the review process of the application which includes a thorough audit of the financial statements, banking statements and references. A scoring methodology is used and applied objectively on all applications. Potential bidders must allow sufficient time prior to the bid submission date for completion of the prequalification process. Please note that section 20111.6 of the California Public Contract Code requires the prequalification by the District of all electrical, mechanical and plumbing subcontractors on projects involving the use of funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or from state bond proceeds when the project involves an expenditure of more than \$1 million. It is the Bidder's responsibility to determine whether prequalification of subcontractors is required under this project and, if so, to ensure that Bidder uses only prequalified subcontractors.

c. Section 17076.11 of the California Education Code requires that the District establish a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board and expended by the District for construction and modernization projects. If this project is state funded, the selected Contractor shall have a three percent DVBE participation goal and comply with the District's procedures for meeting that goal.

d. Pursuant to the California Labor Code, the general prevailing rate of per diem wages and for holiday and overtime work shall be paid to all workers employed by the contractor selected for this project. Copies of prevailing rates of per diem wages are available upon request at the District's Offices or at [www.dir.ca.gov](http://www.dir.ca.gov). The Department of Industrial Relations will monitor and enforce compliance with applicable prevailing wage requirements on this project in accordance with the California Labor Code, including, but not limited to, sections 1771, 1774,



1776, 1777.5, 1813, and 1815.

3. Duration of Bid: All bid proposals submitted shall be considered irrevocable offers to perform the work in accordance with the Contract Documents if a Notice of Award is issued within one hundred ninety (90) days from the bid opening.

4. Plans and Specifications: Plans and specifications for the above mentioned project will be available **Wednesday, April 24, 2019**. They are available on the District's website at URL: <http://www.ravenswoodschools.org/rfps>.

5. Inspection of Site: Non-Mandatory pre-bid site inspections and conferences will be held at BelleHaven Elementary School, 415 Ivy Drive, Menlo Park, CA 94025, **Friday, April 26, 2019 at 11:30am, and on Friday, May 3, 2019 at 11:30am. All attendees are to meet at the Belle Haven Elementary School outside the main office.** Attendees must sign in by scheduled time. The District shall have the discretion to bar attendees who fail to arrive by scheduled time from signing in if the circumstances warrant. Before submitting a bid proposal, Bidders shall examine the drawings, read the specifications, the form of Agreement, and other Contract Documents. With advance coordination with the District, bidders must visit the site of the proposed Project and examine the building(s), if any, and any work that may have been done thereon. They shall fully inform themselves of all conditions on, in, at, and about the site, the buildings, if any, and any work that may have been done thereon.

6. Format of Bids: Bid proposals shall be made on the Bid Form included with the Contract Documents. All items on the form must be filled out. Numbers on the Bid Form document shall be written as numbers and shall also be written out as words and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate" or similar, may be considered as noncompliance with that specific term.

7. Listing of Alternates: Contractor shall provide pricing for all requested alternates. If no alternates are listed the contractor shall write "not applicable" on the appropriate line item. Should the contractor fail to provide pricing for an alternate the bid may be deemed non-responsive.

8. Method of Determining Lowest Bidder: Pursuant to Public Contract Code section 20103.8, the District shall award the contract for this project to the contractor with the lowest base bid. Alternates will be taken at the discretion of the District after the selection of the lowest Bidder.

9. Signatures on Bids: Each bid must give the full business address of the Bidder. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership's name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

10. Unit Prices: If required, unit prices on all classes of work as specified or required shall be submitted. Additions to or deductions from the contract sum shall be based on these unit prices.

11. Taxes: Taxes shall be included in the bid prices. Federal excise taxes are generally not applicable to school districts.

12. Use of Subcontractors: Pursuant to the provisions of sections 4100 et seq. of the California Public Contract Code, every Bidder shall in its bid set forth:

- a. The name, California contractor license number, public works contractor registration number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Project or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the Project or improvement according to detailed drawings



contained in plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid.

b. The portion of the Project which will be done by each such subcontractor. If the Bidder fails to specify a subcontractor for any portion of the Project to be performed under the Agreement in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid, it agrees to perform that portion itself. The successful Bidder shall not, without the consent of the District, either:

i. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.

ii. Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the subcontractor.

iii. Sublet or subcontract any portion of the Project in excess of one-half (1/2) of one percent (1%) of the total bid as to which its original bid did not designate a subcontractor. In accordance with Public Contract Code section 7106, each Bidder shall be required to complete the Noncollusion Declaration form, which is included in and is part of the Contract Documents.

13. Sureties: Any bonds must be issued by an admitted surety insurer, as defined in Code of Civil Procedure sections 995.010, *et seq.*

14. Bid Proposal Security: Bid proposals should be accompanied by cash, a certified cashier's check, or Bidder's bond for an amount not less than ten percent (10%) of the maximum contract price. The cashier's check or bid bond shall be made payable to the order of the District. The bid security shall be given as a guarantee that the Bidder will enter into the Agreement if awarded the Project, and in the case of refusal or failure to enter into the Agreement within ten (10) calendar days after notification of the award of the Agreement, the cashier's check or bond, as the case may be, shall be retained by the District as liquidated damages. Failure to provide bid security, or bid security in the proper amount, may result in rejection of the bid. Cashiers or certified checks that are filed with the bid will be returned to the unsuccessful Bidder(s) within ten (10) calendar days after the award of the Agreement.

15. Evidence of Responsibility: Prior to awarding a contract, the District may require the Bidder to submit evidence of the Bidder's and/or the Bidder's subcontractor's qualifications to perform the proposed agreement. The District may consider such evidence before making its decision awarding the proposed agreement. Failure to submit evidence of the Bidder's or its subcontractors' responsibility to perform the proposed agreement may result in rejection of the bid.

16. Bid Protest: Bid protests shall be filed in writing with Ravenswood City School District Business Office to the attention of Steve Eichman, Chief Business Official, at 2120 Euclid Avenue, East Palo Alto, CA 94303 by registered mail, not later than three (3) working days after the bid opening. The protest shall specify the reasons and facts upon which the protest is based.

17. Award of Agreement/Rejection of Bids: The District's administration may issue a "Notification of Apparent Low Bid" to the bidder that it determines to be the lowest responsible and responsive bidder. The District reserves the right to reject any or all proposals, to contract work with whomever and in whatever manner, to abandon the Project entirely, or to waive any informality in bids received. Unless and until a "Notice to Proceed" is issued by the District, no obligation on behalf of the District exists. Upon issuance of the "Notice to Proceed", the successful bidder will post all required bonds and submit proper evidence of insurance coverage as called for by the Contract Documents. If this is not accomplished within ten (10) calendar days, the District reserves the right to retain the bidder's security to cover the differential in the higher bid award and the District administrative costs, and award the bid to the next lowest responsible and responsive bidder or otherwise proceed as allowed by law.

18. Form of Agreement: The form of contract which the successful Bidder will be required to execute, if awarded the Project, shall be substantially similar to that contained in the bid package. The Agreement shall contain, among other things, matters required by State law to be inserted in contracts



for public work.

19. Payment and Performance Bonds: The successful Bidder, upon notice of award of bid and prior to commencing Project, shall furnish in duplicate a labor and material bond in the amount of one hundred percent (100%) of the contract sum and a faithful performance bond in the amount of one hundred percent (100%) of the contract sum.

20. Insurance: Prior to commencing work, the Contractor is required to furnish the District Certificates of Insurance for workers' compensation, and comprehensive General Liability including broad form property damage, automobile liability and all additional requirements per Article 16 of the Agreement.

21. Prevailing Wage Rates: This is a public works project, and in accordance with the section 1770 et seq. of the Labor Code, the Director of the Department of Industrial Relations has determined the general prevailing rates of wages and employee payments for health and welfare, pension, vacation, travel time, working hours and apprenticeable training requirements which must be paid to all workers.

22. Non-Discrimination: The District will affirmatively ensure that in any contract entered into pursuant to this advertisement, qualified contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for award.

23. Withdrawal or Modification of Bid Proposals: Bid proposals may be withdrawn or modified by the Bidder prior to the time fixed for the opening of bids. A notice of withdrawal or modification to a bid must be signed by the Bidder or its designated representative. Following bid opening, a Bidder shall not be relieved of its bid unless by consent of the District or Bidder's recourse to Public Contract Code sections 5100-5108. Bidders must hold their bids open for one hundred and ninety (90) days after the Bid Opening Date.

24. Prevailing Law: In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail.

25. Inquiries; Addenda: Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written addenda clarifying such questions to each Bidder. Oral responses will not be binding upon the District. Any addenda or bulletins issued during the time of bidding, shall be covered in the bid, and shall be made a part of the Contract Documents.

26. Forms to Submit with Bid: All bid proposals shall include the following documents, each complete in its entirety. Failure by the bidder to submit the documents/forms may render the bid non-responsive.

Bid Bond

Bid Form

Noncollusion Declaration

Designation of Subcontractors

Statement of Compliance

Iran Contracting Act Certification

DVBE Form (if applicable)





**BID FORM**

Ravenswood City School District  
**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

**KINDERGARTEN PLAYGROUND EQUIPMENT & SITE WORK**

2120 Euclid Avenue  
East Palo Alto, CA 94303

\_\_\_\_\_  
(Date)

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

The Undersigned, doing business under the firm name of \_\_\_\_\_, hereby proposes and agrees to enter into an agreement, to furnish any and all labor, materials equipment and services for the completion of work described hereinafter and in the Contract Documents entitled construction of:

**Kindergarten Play Area Renovation & Site Work**

Prepared by:

\_\_\_\_\_  
(Estimator Name)

for the sum quoted below:

**A. BASE BID:** Based upon all work required to satisfactorily complete the work indicated in the related Plans and Specifications complying with the Division of the State Architect, excluding the Alternate Bids.

Item 1 – Base Bid:

\$ \_\_\_\_\_

Item 2 – District's Allowance:

none \_\_\_\_\_

( As stated in the scope of work documents)

Total (Combination of Item 1 and Item 2):

\_\_\_\_\_ Dollars

**B. ITEMIZED BREAKDOWN OF ALTERNATES:** The Bidder agrees that each of the following itemized amounts in each ALTERNATE BID will not be withdrawn for a period of ninety (90) calendar days



after the Bid Opening date. Should the District elect to accomplish any one or combination of the following amounts not included as part of the Contract Price, then the Bidder (Contractor of record) agrees to incorporate and complete the item as a prepared Change Order at the stipulated amounts.

**UNIT PRICES:**

Unit Price no. 1: \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price no. 2: \_\_\_\_\_ \$ \_\_\_\_\_

**ALTERNATE BID (ADDITION):**

Alternate 1: \_\_\_\_\_ \$ \_\_\_\_\_

Alternate 2: \_\_\_\_\_ \$ \_\_\_\_\_

- C. **LETTER OF INTENT TO AWARD:** The undersigned hereby designates as its office to which the Notice of Apparent Low Bid may be mailed, emailed, or delivered:

\_\_\_\_\_  
\_\_\_\_\_

D. **INSURANCE:**

- (1) Our Public Liability and Property Damage Insurance is placed with

\_\_\_\_\_  
\_\_\_\_\_

- (2) Our Workers' Compensation Insurance is placed with

\_\_\_\_\_  
\_\_\_\_\_

E. **COMPLETION DATE.**

Contractor agrees that all work required to be performed by the Contract Documents shall be completed by all milestone dates specified in the scope of work documents. Contractor acknowledges that it shall be liable for liquidated damages if the Project is not completed by these dates.



**F. ADDENDA.**

Contractor acknowledges receipt of the following addenda:

Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____

**F. CLARIFICATION.**

Contractor acknowledges receipt of the following clarification:

Clarification No. _____	Date of Document: _____
Clarification No: _____	Date of Document: _____
Clarification No. _____	Date of Document: _____
Clarification No: _____	Date of Document: _____

**G. EXECUTION OF BID.**

If the Bidder is a corporation, state the capacity/title of the corporate officer signing and affix the corporate seal; if a partnership, all partners should sign under the partnership name on a separate page attached to and made part of the bid. Unsigned bids will not be accepted.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**NAME OF COMPANY AS LICENSED**

\_\_\_\_\_  
**CONTRACTOR LICENSE NO.**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CLASS                      EXPIRATION DATE**

\_\_\_\_\_  
**CITY**

\_\_\_\_\_  
**STATE                      ZIP**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**DATE**



## BID BOND

We the undersigned \_\_\_\_\_ as  
Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto the Ravenswood City School District "District" in the sum of  
\_\_\_\_\_ Dollars (\$) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to  
the District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing  
for the construction of

Ravenswood City School District  
**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303

### **Kindergarten Playground Equipment & Site Work**

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract  
in the form of agreement attached hereto and shall execute and deliver Performance and  
Payment Bonds in the forms attached hereto (all properly completed in accordance with  
said bid) within the time periods stated in the bid documents, and shall in all other respects  
perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect,  
it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal  
hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract on the call for bids, or to the work to be performed  
hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the  
Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be  
fixed by the court.





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

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

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ per thousand, the total amount of premium charged, \$ \_\_\_\_\_.

(The above must be filled in by Corporate Surety).



**NONCOLLUSION DECLARATION**

Ravenswood City School District

**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303  
**Kindergarten Playground Equipment & Site Work**

I, \_\_\_\_\_, declare that I am the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true, and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Capacity)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Company Telephone Number)



### DESIGNATION OF SUBCONTRACTORS

Bidders shall state the portion of work by trade (electrical, painting, etc.) that each subcontractor will perform. Additionally, the Bidder shall state the name, California contractor license number, public works contractor registration number, and business address for all designated subcontractors. Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

In compliance with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and the location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Bidder on, in, or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the Bidder shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District. **PRINT LEGIBLY.**

PORTION OF WORK	SUBCONTRACTOR NAME	CA LICENSE NUMBER AND DIR REGISTRATION NUMBER	LOCATION (CITY & STATE)



PORTION OF WORK	SUBCONTRACTOR NAME	CA LICENSE NUMBER AND DIR REGISTRATION NUMBER	LOCATION (CITY & STATE)





STATEMENT OF COMPLIANCE

Ravenswood City School District  
**BRENTWOOD ELEMENTARY SCHOOL**  
2086 Clarke Street  
East Palo Alto, CA 94303

**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303

**Kindergarten Playground & Site Work**

\_\_\_\_\_  
(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, \_\_\_\_\_  
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on \_\_\_\_\_  
(date)

in the County of \_\_\_\_\_, is made under the penalty of perjury  
(County)

under the laws of the State of California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Title)



**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Section 2200, et seq.)**

**Ravenswood City School District Project Name:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

I, the person who is identified below and who has signed this certification, hereby certify, subject to penalty for perjury, that: (i) I have inherent authority, or I have been duly authorized by the Contractor, to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The Final Contract Sum, as defined in Section 5 of the Agreement, payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

**Certifier Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Executed:** \_\_\_\_\_

**Please note:** In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on contracts for three years.



NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS  
(CALIFORNIA EDUCATION CODE SECTION 45125.2)

**Ravenswood City School District Project Name: Ravenswood Middle School Realignment Phase 1**

In bidding on the Project and/or entering into a contract with the District for the Project, the below indicated bidder certifies that it is aware of the following provisions of the California Education Code and agrees to comply if the bidder is selected as the Contractor for the Project:

Section 45125.2: Construction, etc. contractors; pupil safety

- a. A school district contracting with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with pupils shall ensure the safety of the pupils by one or more of the following methods:
  1. The installation of a physical barrier at the worksite to limit contact with pupils.
  2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.
  3. Surveillance of employees of the entity by school personnel.
- b. An entity that contracts with a school district for the construction, reconstruction, rehabilitation or repair of a school facility is not required to comply with the requirements of Section 45125.1 if one or more of the methods described in subdivision (a) are utilized.
- c. For purposes of this section, a violent felony is any felony listed subdivision (c) of Section 667.5 of the Penal Code and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
- d. This section shall not apply to an entity providing construction, reconstruction, rehabilitation or repair services to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

Certifier Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_





Santa Ana + Oakland + San Diego + Honolulu

**SVA Architects, Inc.**

2335 Broadway, Suite 301  
Oakland, California 94612  
T 510.267.3180

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

**Project:** **RCSD Belle Haven ES Kindergarten Play Area Project**  
East Palo Alto, California and Menlo Park, California

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

**Construction Manager:** TELECU  
604 N. Eckhoff Street  
Orange, CA 92868

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**ADDENDUM NO. 1**

**Revision:**

May 17, 2019

**Note:** *The following revisions and clarifications to the Bid Documents (plans and specifications) shall become a part of the Contract Documents upon award of Bid. All bidders are required to incorporate all necessary changes, additions, or deductions into their proposals.*

**A. GENERAL**

Revise the Bid opening time and date to Monday, June 3, 2019 at 9:30 am.

**B. DRAWINGS**

NONE

**Attachments:**

None

**END OF ADDENDUM 1**







Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

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info@sva-architects.com  
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**Project:** RCSD Belle Haven ES Kindergarten Play Area Project  
East Palo Alto, California and Menlo Park, California

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

**Construction Manager:** TELECU  
604 N. Eckhoff Street  
Orange, CA 92868

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**ADDENDUM NO. 2**

**Revision:**

May 31, 2019

**Note:** *The following revisions and clarifications to the Bid Documents (plans and specifications) shall become a part of the Contract Documents upon award of Bid. All bidders are required to incorporate all necessary changes, additions, or deductions into their proposals.*

**A. GENERAL**

- 1 Revise the Bid opening time and date to Wednesday, June 5, 2019 at 1:30 pm.
- 2 Revise the Contract Duration to 60 days.

**B. DRAWINGS**

NONE

**Attachments:**

None

**END OF ADDENDUM 2**



RAVENSWOOD CITY SCHOOL DISTRICT

**BID# 2018-19-PTN#40**



## **SUPPLEMENTAL CONDITIONS**

### **SUPPLEMENTAL CONDITIONS**

**These Supplemental Conditions are intended to supplement or revise the General Conditions for this Project. In the event a conflict exists between the two documents, the Supplemental Conditions shall take precedence over the General Conditions. If an item has conflicts or is unclear, it is the Contractor's responsibility to verify with District, or Contractor will bid and be bound to the item which will result in a higher cost or quality.**



**RAVENSWOOD CITY SCHOOL DISTRICT**

1. **Application of Supplemental Conditions.** These Supplemental Conditions are to be incorporated into the Contract Documents for the Work generally described as **BelleHaven Elementary School Kindergarten Play Area Renovation & Site Improvements Project** – Bid# 2018-19-PTN#40.

2. **Submittal Schedule.** This Contractor shall provide the following items by the time indicated:

Submittal	Date by which Contractor Must Provide Submittal
Shop or setting list drawings, schedules, and materials list required for the work of various trades.	<u>Fifteen (15)</u> Days from the District's issuance of a Notice to Proceed.
All samples as required in specifications together with catalogs and supporting data required by Architect.	<u>Fifteen (15)</u> Days from the District's issuance of a Notice to Proceed.
Progress schedule for District's approval.	<u>Fifteen (15)</u> Days from the District's issuance of a Notice to Proceed.
A detailed schedule of values giving complete breakdown of contract price for each component of the Project.	<u>Fifteen ( 15 )</u> Days from the District's issuance of a Notice to Proceed.
A periodical itemized estimate of work done for purpose of making partial payments thereon.	<u>Fourteen ( 14 )</u> Days from the District's issuance of a Notice to Proceed.
A schedule of estimated monthly payments which shall be due Contractor under the Agreement.	<u>Fourteen ( 14 )</u> Days from the District's issuance of a Notice to Proceed.
Detailed construction schedule.	<u>Seven ( 7 )</u> Days from the District's issuance of a Notice to Proceed.
Commissioning, Warranty, Closeout and punchlist schedule.	<u>Seventy-five ( 75 )</u> Days from the District's issuance of a Notice to Proceed

3. **Substitution for Specified Items**

- a. Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.



## RAVENSWOOD CITY SCHOOL DISTRICT

b. Requests for substitutions after award of the Contract shall be within **THIRTY-(30)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.

c. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

i. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

ii. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

d. A request for a substitution shall be in writing and shall include:

i. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

ii. Available maintenance, repair or replacement services;

iii. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

iv. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

v. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

e. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:





## RAVENSWOOD CITY SCHOOL DISTRICT

- i. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- ii. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- iii. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- iv. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- v. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- f. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- g. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- h. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

#### 4. Insurance.

- a. **Contractor's Insurance.** The Contractor shall obtain and maintain the following insurance coverage's with minimum coverage amounts as set forth below:

##### 1. **Commercial General Liability and Property Insurance:**

- a. *Per Occurrence* \$1,000,000
- b. *Aggregate* \$2,000,000

##### 2. **Workers Compensation Insurance:**

- a. *In accordance with limits established by law.*



RAVENSWOOD CITY SCHOOL DISTRICT

3. **Employers Liability Insurance:** \$1,000,000

b. **Builders Risk Insurance.** In accordance the General Conditions, coverage shall be provided for the full insurable value of the Work. Coverage for the perils of earthquakes **are not** to be included within the scope of coverage under the Builders Risk Insurance Policy.

c. **Subcontractor's Insurance.** Each Subcontractor shall obtain and maintain the following insurance coverage's in the following minimum coverage amounts:

1. **Commercial General Liability and Property Insurance:**

- a. *Occurrence* \$1,000,000
- b. *Aggregate* \$2,000,000

2. **Workers Compensation Insurance:**

- a. In accordance with limits established by law.

3. **Employers Liability Insurance:** \$1,000,000

5. **Drawings and Specifications.** Bid Packages are available on the District's website at URL: <http://www.ravenswoodschools.org/rfps>.

6. **Contract Time.** The commencement date for anticipated start of construction shall be **Monday, June 3, 2019**. The Contractor shall achieve Substantial Completion of the Work by no later than **Friday, August 16, 2019**.

7. **Mark-ups on Changes to the Work.** In the event of Changes to the Work, pursuant to the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below. For the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to **Five Percent (5%)** of the allowable actual direct labor and materials costs of Subcontractors performing the Change. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be **Ten Percent (10%)**.

8. **Adverse weather.** Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters:

January	[n/a]	July	[0]
February	[n/a]	August	[0]
March	[n/a]	September	[0]
April	[n/a]	October	[n/a]
May	[0]	November	[n/a]
June	[0]	December	[n/a]



## RAVENSWOOD CITY SCHOOL DISTRICT

9. **Working Hours.** The Contractor may work from 7:00AM – 7:00PM Monday through Sunday as per the City Ordinance. The District will not incur the cost for any overtime for working extended hours or weekends should the Contractor elect to do so. Should the Contractor choose to work on a Sunday, he/she must notify the Construction Manager seventy-two (72) hours prior to commencing work. There shall be absolutely no interaction between Contractor and students.

10. **Identification Badges.** In replacement of the requirement for ID badges the Contractor shall provide each employee with identifiable company shirts or issue “Orange Street Vests” for identification.

11. **Scope.** The scope can generally be described as the: Ravenswood Middle School Realignment Phase 1

12. **Allowances.** Not used.

13. **Estimate.** Project Architect preliminary estimate is **\$500,000.00**

14. **Duration.** Project duration is one hundred and seventy-eight (75) calendar days.

15. **Award.** The project will be awarded to the Bidder submitting the lowest responsible Bid Proposal on the basis of the Base Bid.

16. **Submittals.** Seven (7) copies required. All due within five (5) days from Notice to Proceed. Contractor is to comply with the requirements of the Technical Specifications for submittal approval prior to fabrication.

17. **Prevailing Wage.** Prevailing wage rates are to be applied. Certified Payroll is to be provided to the Ravenswood City School District and electronically to the Department of Industrial Relations, on a weekly basis.

18. **Temporary Fencing.** Contractor is to protect its work as needed to safely secure and barricade any ongoing work. Contractor is responsible for the proper installation, operation, maintenance and removal of temporary fencing.

19. **Staging.** Contractor may be provided with a staging area as necessary and as determined by the District based on the Contractor’s needs. Contractor will be responsible for securing staging area. Contractor shall coordinate with Construction Manager any delivery and activity to and from the staging area that affects the school operation.

20. **Safety.** Each bidder must provide all necessary fencing, barricades and trench plates as needed to insure a safe work environment to both the school community and public. Contractor is responsible for the work area to be secure and safe during work and non-work hours. Contractor is to submit, follow, and abide by an Occupational Safety & Health Administration (“OSHA”) Job



## RAVENSWOOD CITY SCHOOL DISTRICT

Safety & Health Plan. Contractor shall operate a secure work environment as per all relevant State and local ordinances.

21. **Use of Site.** There may be classroom education during the summer.

22. **Restrooms Facilities.** Contractor shall provide and maintain temporary restroom facilities during the duration of work. The security, operation and accessibility of temporary restroom facilities are the responsibility of the Contractor and shall abide by all State and local building ordinances. Contractor shall not use any school restrooms.

23. **Site Maintenance.** Contractor must maintain all work areas in a clean manner at all times and shall dispose of construction personnel trash in construction trash bins only provided by the Contractor. Daily clean-up is required to maintain a safe and secure work area. Contractor must coordinate with Construction Manager for the debris' dump areas and hauling dates & times. Contractor shall be responsible for associated costs and shall include final clean-up.

24. **Site Utilities.** Contractor may use District power and water from any exterior outlet or hose bib. Contractor shall coordinate with Construction Manager the utilities' locations and use of these and other utilities and is responsible for not disrupting any school functions or operations.

25. **Public Right of Way.** During demolition and construction, all public right of ways including sidewalks, streets and parking lots need to be clear of construction activity, debris, equipment and material and shall be accessible at all times. If Contractor elects to use street closure or other permits he/she is responsible for obtaining all required permits, fees, and associated costs for such work. Contractor shall abide by all State and local building ordinances.

26. **Landscape Maintenance.** Contractor shall maintain and protect existing and newly landscape throughout duration of project as per the project's specifications. Any landscape damaged or destroyed during demolition or construction shall be replaced with exact specimens approved by the Construction Manager at the Contractor's time and cost.

27. **Concurrent Construction and Coordination.** During the duration of this project other construction work may occur. Construction work shall be coordinated with the different project contractors and Construction Manager to ensure no disruptions to either project.

28. **Painting.** Contractor is to follow the Manufacturer's Specification as it pertains to the finish schedule.

29. **Project Completion.** All construction activity must be successfully completed as per the project's deadline of **75 calendar days**. No construction work can continue after August 19, 2019. Job site must be clean of debris and equipment with all material removed off site after completion.

30. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract





## **RAVENSWOOD CITY SCHOOL DISTRICT**

Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

**[END OF SECTION]**



## RAVENSWOOD CITY SCHOOL DISTRICT

### ALLOWANCES

#### 1) Part 1- General

##### A. SECTION INCLUDES

- i. Allowances which the Contractor shall provide for designated construction activities in the Work and in this bid.

##### B. RELATED DOCUMENTS

- i. The Conditions of the Contract and other section of Division 1 apply to this section as fully as if repeated herein.

##### C. DESCRIPTION OF REQUIREMENTS

- i. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The allowance has been established by the Owner and represents selection by the Owner of selected designated portions of the work specified and shown.
- ii. Types of allowance scheduled herein for the Work include lump sum cash allowances. Include all allowances in Contract sum, and identify all allowances in Schedule of Values as separate line items
- iii. Selection and Purchase: At earliest feasible date after award of contract, advise the Construction Manager of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the Work.
  - a. Establish date by which General Contractor must enter into contract and coordinate with sub-contractor responsible for work defined by allowance.
  - b. Establish date by which final list of products must be established for purchase of products and systems as specifically selected by the District.

##### D. Definitions and description of requirements

##### i. Cash Allowance Criteria

- a. The Allowance is used only as directed by the Construction Manager.
- b. The Allowance is used exclusively for the Owner's purposes and for the defined scope of work.



## **RAVENSWOOD CITY SCHOOL DISTRICT**

c. The contractor will prepare detailed breakdown of all costs associated with the work defined for the allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Construction Manager, and will include all direct costs of work performed under the defined work scope.

- Contractor shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.

d. Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect project costs associated with the work defined. Where allowance amount is not exceeded, no general contractor costs will be permitted to be charged against the allowance amounts specified below.

- At project closeout, unused Cash Allowance amounts shall be credited to the Owner by Change Order.
- Changes that exceed the amount of each allowance will be processed as a Change Order per Contract Documents.

### **2) Part 2 - Products**

Not Used

### **3) Part 3 – Execution**

A. Schedule of Cash Allowances

Cash Allowance – none

B. Schedule of Quantity Allowances

Quantity Allowance - None

**[END OF SECTION]**



## **RCSD PROJECT FORMS**

**Please Note: The pages shown in this Boiler Plate are to be used exclusively for this project:**

**Guarantee  
Request for Change Order  
Contractor's Request for Inspection  
Unconditional Waiver Release Upon Progress Payment  
Conditional Waiver Release Upon Progress Payment  
Additional Work Request  
Post-Bid Interview  
DVBE Participation Certification  
Determination of Limited Contact By Contractor Employees  
Request for Information**





RAVENSWOOD CITY SCHOOL DISTRICT

**GUARANTEE**

Guarantee for \_\_\_\_\_ We  
hereby guarantee that the \_\_\_\_\_, which we have installed in

\_\_\_\_\_, has been done in accordance with the Project Documents  
and that the work as installed will fulfill the requirements included in the Project Documents. The  
undersigned agrees to repair or replace any or all of such work, together with any other adjacent  
work which may be displaced in connection with such repair or replacement, that may prove to be  
defective in workmanship or material within a period of **one (1) year** from the date of completion  
of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue  
with diligence said repairs or replacements within **ten (10)** calendar days after being notified in  
writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects  
repaired or replaced and made good at the expense of the undersigned and surety who hereby agree  
to pay the costs and charges therefore immediately upon demand.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Subcontractor  
(if work was performed by sub)

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Representatives to be contacted for service:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Contractor shall provide copy of this Guarantee to Contractor's surety.**



RAVENSWOOD CITY SCHOOL DISTRICT



**BelleHaven Elementary School**  
**Bid# 2018-10-PTN#40**  
**PROPOSED CHANGE ORDER – PCO # \_\_\_\_\_**

TO: \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_

FROM: \_\_\_\_\_ PRICING DUE BY: \_\_\_\_\_

*REFERENCE RFI* \_\_\_\_\_

*REFERENCE RFQ #* \_\_\_\_\_

*CONSTRUCTION CHANGE DIRECTIVE #* \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

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Please submit an itemized quotation for change in the contract sum and time incidental to the proposed modifications to the Contract Documents as described herein. Cost breakdown format shall be as specified including all back up documentation.

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RAVENSWOOD CITY SCHOOL DISTRICT

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**THIS IS NOT A CHANGE ORDER. THIS IS A DIRECTIVE TO PROCEED WITH THE WORK HEREIN DESCRIBED WHEN SIGNED BELOW.**

REQUESTED BY:

A. ☐ Architect

B. ☐ DSA Inspector

C. ☐ Contractor

D. ☐ Owner

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COST IMPACT:

A. ☐ NONE

B. ☐ DEDUCT: \$ \_\_\_\_\_

C. ☐ ADD: \$ \_\_\_\_\_

TIME IMPACT:

A. ☐ NONE

B. ☐ DEDUCT \_\_\_\_\_ DAYS

C. ☐ ADD: \_\_\_\_\_ DAYS

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**APPROVAL OF THE PCO BY ALL PARTIES LISTED BELOW SERVES, AS A NOTICE TO PROCEED AND PCO WILL BE FOLLOWED BY A FORMAL CHANGE ORDER.**

Contractor:

BY: \_\_\_\_\_

Architect:

BY: \_\_\_\_\_

District:

BY: \_\_\_\_\_

Construction Manager:

BY: \_\_\_\_\_

INSPECTION REQUEST#: \_\_\_\_\_



RAVENSWOOD CITY SCHOOL DISTRICT

DATE:	CONTRACTOR:
-------	-------------

SUB-CONTRACTOR/ TRADE: (if any)
------------------------------------

DESCRIPTION OF REQUIRED INSPECTION:

INSPECTION LOCATION:	DATE REQUIRED:
	TIME REQUIRED:
PHONE:	

REQUESTED BY:	DATE:
TITLE:	SPECIAL INSTRUCTIONS:
SIGNATURE:	BATCH PLANT INSP. REQ'D: YES NO

INSPECTOR'S COMMENTS:	
DATE:	SIGNATURE:

**SUBMIT TO TELACU Construction Management, 2 WORKING DAYS PRIOR TO DATE & TIME REQUIRED.**

DATE & TIME RECEIVED BY TELACU:
TELACU PROJECT MANAGER:

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**  
Civil Code Section 8134





RAVENSWOOD CITY SCHOOL DISTRICT

The undersigned has been paid in and has received a progress payment in the sum of

\$ \_\_\_\_\_

(Amount of Check Written & Numeric)

for labor, services, equipment, or material furnished to Ravenswood City School District on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby release any mechanics lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnish to **Ravenswood City School District** through

\_\_\_\_\_  
(Date/End of Month)

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, of the right of the undersigned to recover compensation for furnished labor, services equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**NOTE:** This form of release complies with the requirements of Civil Code Section 8134. It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.



RAVENSWOOD CITY SCHOOL DISTRICT



RAVENSWOOD CITY SCHOOL DISTRICT

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ (Amount of Check) payable to \_\_\_\_\_ (Payee(s) of Check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of \_\_\_\_\_ (Owner) located at \_\_\_\_\_ (Job Description) to the following extent. This Release covers a progress payment for Labor, services, equipment or material furnished to \_\_\_\_\_ through \_\_\_\_\_ (Date) only and does not cover any retentions Retained before or after the release date, extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior t the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between arties to the contract based on a rescission, abandonment, or breach of the contract, or the right of the undersigned t recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Company Name

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



**RAVENSWOOD CITY SCHOOL DISTRICT**

### Additional Work Request #

Date: \_\_\_\_\_

**Attention:**

Project:

Owner:

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

Description of, and Reason for the Work Requested: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Source RFI/BULLETIN (if appl.): \_\_\_\_\_

**Directive:**

- ☐ Do not proceed with the work. Submit cost proposal for review first.
- ☐ Proceed with the work on the basis of the previously prepared cost proposal.  
Amount approved \$\_\_\_\_\_
- ☐ Proceed with the work on a documented T&M basis, per Gen. Condition's req.



RAVENSWOOD CITY SCHOOL DISTRICT

☐ Proceed with the work. A lump sum will be negotiated at a later date.

POST BID INTERVIEW

1.01 SUMMARY

**This Section requires each apparent low bidder to attend and participate in a POST BID INTERVIEW with the CONSTRUCTION MANAGER, prior to award of any contract by the DISTRICT. The POST BID INTERVIEW will be scheduled by the CONSTRUCTION MANAGER within three (3) calendar days after the date of bid. The Conditions of the Contract and all other Sections of the Contract apply to this Section as fully as if repeated herein.**

1.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.
- B. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- C. Failure to attend the POST BID INTERVIEW may be considered just cause for the District to reject the Bid.
- D. Representative should bring with Him/Her:
  - 1. Work performed time lines, that should correspond with Work plan and Milestone Schedule
  - 2. List of Subcontractors
  - 3. Work to be performed with in all required time frames.

1.03 POST BID INTERVIEW PROCEDURE

- A. The CONSTRUCTION MANAGER will review the Bidder's Proposal with the attendees.
- B. The CONSTRUCTION MANAGER will review the Contract Documents with the attendees, including but not limited to:
  - 1. Insurance
  - 2. Bonding
  - 3. Addenda
  - 4. Pre-Bid Clarifications
  - 5. Scope of Work (Section 01010)





## **RAVENSWOOD CITY SCHOOL DISTRICT**

6. Bid Alternates and Voluntary Alternates
7. Value Engineering
8. The Contract Plans
9. The Contract Specifications
10. The Master Schedule
11. Critical Materials
12. General Contract Schedule Requirements
13. Prevailing Wage Requirements
14. Critical Dates Requirement for Other Bid Packages
15. Liquidated Damages
16. Required Documentation for Contract Administration
17. Contract Coordination Requirements

### **1.04 POST BID INTERVIEW DOCUMENTATION**

The CONSTRUCTION MANAGER will document the POST BID INTERVIEW on the form attached to this Section. Both the Apparent Low Bidder and the CONSTRUCTION MANAGER are required to sign the POST BID INTERVIEW Documentation. Signatures will be witnessed at the time of signing. The POST BID INTERVIEW Documentation is a Contract Document, and all items recorded in the POST BID INTERVIEW Documentation are part of the Contract and shall be enforced accordingly. POST BID INTERVIEWS will be conducted at the CONSTRUCTION MANAGER job-site trailer as:

**SEE QUESTIONNAIRE STARTING**

**ON NEXT PAGE**

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager



RAVENSWOOD CITY SCHOOL DISTRICT

POST BID INTERVIEW

CONSTRUCTION MANAGER:

Norine Bruno  
TELACU Construction Management  
2120 Euclid Avenue.  
East Palo Alto, CA. 94303  
PHONE (714) 474-4072 FAX (650) 325-3015

BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PHONE # \_\_\_\_\_

**I. INTRODUCTIONS: (SIGN IN BELOW)**

A.	Present	_____	_____
		CONTRACTOR	CONTRACTOR
		_____	_____
		CONTRACTOR	CONTRACTOR
		_____	_____
		CONSTRUCTION MANAGER	CONSTRUCTION MANAGER
		_____	_____
		CONSTRUCTION MANAGER	CONSTRUCTION MANAGER

**II. PROPOSED CONTRACT:** \_\_\_\_\_

**III. BID PROPOSAL:**

A.	Contractor acknowledgment of a complete and accurate Bid as per the Plans and Specifications.	Yes	No
B.	Contractor submission of a fair and equitable Bid.	Yes	No
C.	Contractor confirmed that bid has no clerical errors, the Bid is accurate, and Contractor is confident in accuracy.	Yes	No

**IV. CONTRACTUAL REQUIREMENTS:**

A.	Do you understand you are a Prime Contractor?	Yes	No
B.	Can you meet all specified insurance requirements?	Yes	No

Initials: \_\_\_\_\_  
Contractor Construction Manager



**RAVENSWOOD CITY SCHOOL DISTRICT**

**POST BID INTERVIEW**

**IV. CONTRACTUAL REQUIREMENTS (continued)**

- C. You are required to obtain a Performance, Labor and Material Bond for 100% of the Contract price.
- |    |   |     |    |
|----|---|-----|----|
| 1. | Is this acceptable and will you provide required Bonds? | Yes | No |
| 3. | Is the cost of the Bond in your Bid?                    | Yes | No |
| 4. | Is your insurance company a California admitted Co.?    | Yes | No |
- D. Acknowledge Receipt of Pre-Bid Clarification Questions?      Yes      No
- E. Are any costs for Addenda items included in your proposal (if applicable)?      Yes      No

**V. SCOPE OF WORK:**

- A. You have a complete understanding of your Scope of Work under the proposed Agreement?      Yes      No
- B. You have re-reviewed the Contract Documents and they are clear and understanding?      Yes      No
- C. Are there any items that require clarification?      Yes      No

If yes, please identify item.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager



RAVENSWOOD CITY SCHOOL DISTRICT

POST BID INTERVIEW

V. SCOPE OF WORK (continued)

- |     |   |     |    |
|-----|---|-----|----|
| D.  | Are the costs, as applicable, included in your proposal items?                      | Yes | No |
| E.  | Review bid alternatives (if applicable). NONE                                       | Yes | No |
| F.  | Are the Plans and Specifications clear and understandable to your satisfaction?     | Yes | No |
| G.  | Any problems submitting Certified Payroll monthly with Pay App?                     | Yes | No |
| H.  | Have you included the costs for all requirements of any applicable PLA in your Bid? | Yes | No |
| I.  | Will you fully comply with any applicable PLA?                                      |     |    |
| Yes | No  |     |    |

VI. VALUE ENGINEERING: (describe for District Consideration)

- |    |       |              |
|----|-------|--------------|
| 1. | _____ | Add / Deduct |
|    | _____ |              |
| 2. | _____ | Add / Deduct |
|    | _____ |              |
| 3. | _____ | Add / Deduct |
|    | _____ |              |
| 4. | _____ | Add / Deduct |
|    | _____ |              |

AFFECTED TOTAL \$ \_\_\_\_\_

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager





RAVENSWOOD CITY SCHOOL DISTRICT

POST BID INTERVIEW

**VII. SCHEDULE:**

A. Do you acknowledge and agree to the stipulated completion dates and milestones in the Contract? Yes No

1. Will you provide a detailed preliminary construction schedule to the Construction Manager two days after signing Agreement per the Contract? Yes No

2. It is understood the Project schedule is critical. Can you accelerate any and all schedule activities if the requirement occurs? Yes No

If not, what must change and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Identify critical materials, deliveries, dependencies, and lead times including Owner furnished items that could affect the completion of your work.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

C. You have reviewed the General Conditions and you understand your work must be completed in accordance with the **APPROVED CONSTRUCTION SCHEDULE** and as shown in the Bid Schedule in the Bid Book. You further understand the District **MAY** assess liquidated damages if you fail to meet the Schedule requirements. You further understand delays by you may cause other contractors to be delayed, and that you **WILL** accelerate your work upon written direction by the Construction Manager.

Initials: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager



**RAVENSWOOD CITY SCHOOL DISTRICT**

**POST BID INTERVIEW**

**CRITICAL MILESTONE DATES**

Notice to Proceed:	Friday, May 29, 2019
All Submittals received by Construction Manager:	10 days from Notice to Proceed
Provide Preliminary Schedule:	3 days from signing Agreement
Mobilize:	Monday, June 3, 2019
Construction Completed including	
Final Cleanup, Punchlist, and Closeout:	August 16, 2019

You agree that failure to meet the completion date is just cause for the DISTRICT to assess and retain Liquidated Damages in accordance with the Contract Documents.

**VIII. CONTRACTOR COMMENTS / SUGGESTIONS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**IX. CONTRACTOR**

**NOTE:** You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal.

The foregoing information is true and accurate, and I am authorized to sign as an office of the company I am representing.

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager



**RAVENSWOOD CITY SCHOOL DISTRICT**

**POST BID INTERVIEW**

**X. COMPANY NAME**

\_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**XI. CONSTRUCTION MANAGER**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**XII. WITNESS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**[END OF SECTION]**



RAVENSWOOD CITY SCHOOL DISTRICT

**DOCUMENT 00 45 55**  
(FORMERLY DOCUMENT 00912)

**DISABLED VETERAN BUSINESS ENTERPRISE**  
**PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between \_\_\_\_\_  
School District (the "District") and \_\_\_\_\_ (the  
"Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

2. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
3. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
4. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
5. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
6. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
  - a. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
  - b. Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
    - i. The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The





## **RAVENSWOOD CITY SCHOOL DISTRICT**

submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.

- ii. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.



RAVENSWOOD CITY SCHOOL DISTRICT

DVBE PARTICIPATION REPORT

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES \_\_\_\_\_

NO \_\_\_\_\_

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price..

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



## RAVENSWOOD CITY SCHOOL DISTRICT

### DETERMINATION OF CONTACT BY EMPLOYEES OF CONTRACTOR

Pursuant to Education Code section 45125.1, it is necessary to determine whether the employees of each contractor and subcontractor will have contact with students of the DISTRICT. Section 42125.1 and 45125.2 includes factors such as the length of time the contractor will be on school grounds, whether the students will be in close proximity on the school site where the contractors will be working and whether the contractors will be working by themselves or with others. In addition, the DISTRICT should include the factors of frequency of contact with students, likelihood of contact with students, supervision by school employees and the physical characteristics of the school site.

With respect to \_\_\_\_\_, the following findings are made:  
Name of Contractor

1. Length of time – The contractor's employees will be at the school site for approximately \_\_\_\_\_ (amount of time).
2. Proximity to students – The contractor's employees will be working approximately \_\_\_\_\_ (distance from students, i.e., number of feet, yards).
3. Working by themselves or others – The employees of the contractor will be working with \_\_\_\_\_ (number) other employees.
4. Frequency of contact with students – Based on the nature of the contract, the employees of the contractor will be in contact with students of the District approximately \_\_\_\_\_ (Number of times per day, week or month)
5. Likelihood of contact with students – Due to the nature of the contract, employees of the contractor will \_\_\_\_\_ (e.g., very likely, not likely) have contact with students.
6. Supervision –

\_\_\_\_\_ Due to the nature of the contract, employees of the contractor will be supervised by school employees; provide names of employee(s):

\_\_\_\_\_ Due to the nature of the contract, employees of the contractor will be supervised by one of contractor's employees that meets the requirements of section 45125.2; provide name of employee(s):

\_\_\_\_\_ Due to the nature of the contract, employees of the contract will not be supervised by school employees.



**RAVENSWOOD CITY SCHOOL DISTRICT**

7. Physical characteristics of the school site – Due to the physical characteristics of the school site, the nature of the contract and the location of work:

\_\_\_\_\_ There will be more than limited contact and a fingerprint check will be necessary.

\_\_\_\_\_ There will only be limited contact and a fingerprint check is not necessary. If checked, describe protective measures, such as fencing, to limit contact:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type name and title





## GENERAL CONDITIONS

### Article 1 DEFINITIONS

- 1.1 District's Representative: Individual designated to represent the District. The term "District" shall also be defined to include the District's Representative.
- 1.2 Day: The term "day" as used in the Contract Documents shall mean calendar day.
- 1.3 CO: Change Order.
- 1.4 COR: Change Order Request.
- 1.5 Submit/Submission: An application for payment, request for information, substitution, or change order or requests for approval of samples or submittals or shop drawings. Includes resubmission after initial denial or direction to provide additional information.
- 1.6 Beneficial Occupancy: Notwithstanding any common law principal to the contrary, occupancy by the District shall be "beneficial" when occupancy for teaching purposes is safe and convenient (considering all visual, sound, and odor factors); the Project is weather-tight, functional, and aesthetically pleasing; all portions of the Project (including finishes, painting, hardware, services, safety systems and utilities) are complete and operational; and any remaining punch list work may be conveniently and effectively performed after 3:30 p.m. and/or on weekends and shall be completed within the immediately subsequent twenty eight (28) days.
- 1.7 Substantial Completion: Substantial Completion is the stage in progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, except for minor punch list items, that the building may be Beneficially Occupied.
- 1.8 Final Completion: The point at which Contractor fully completes all contract work including punch list work and has submitted closeout documentation to the satisfaction of the District and Architect.

### Article 2 CONTRACT DOCUMENTS.

- 2.1 The Contract Documents are the following:
1. Agreement
  2. Bid Form
  3. Bid Bond
  4. Payment Bond
  5. Performance Bond
  6. Insurance Forms
  7. Bid Instructions
  8. Designation of Subcontractors Form
  9. Certificate Regarding Workers' Compensation
  10. Non-Collusion Affidavit
  11. Iran Contracting Act Certification
  12. DVBE Form (if applicable)
  13. General and Special Conditions
  14. Conditional Waiver and Release Upon Progress Payment for General Contractor
  15. Conditional Waiver and Release Upon Progress Payment for Subcontractor (when requested)



16. Unconditional Waiver and Release Upon Progress Payment for General Contractor
17. Unconditional Waiver and Release Upon Progress Payment for Subcontractor (when requested)
18. Conditional Waiver and Release Upon Final Progress Payment for General Contractor
19. Conditional Waiver and Release Upon Final Progress Payment for Subcontractor
20. 'unused'
21. Contractor's Affidavit of Release of Liens
22. Consent of Surety Company to Final Payment
23. Contractor's Affidavit of Payment of Debts and Claims
24. Contractor's Affidavit of Payment of Prevailing Wage
25. Subcontractor's Affidavit of Payment of Prevailing Wage
26. 'unused'
27. Supplementary Conditions
28. Specifications
29. Drawings
30. District's Schedule of Milestones
31. Forms and Attachments
32. Addenda or Clarifications to any of the above

2.2 The District must approve any additions to the listed Contract Documents. Any modification amending or extending the Work shall be as binding as if originally included in the Contract Documents.

2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, and other items necessary for the proper execution, completion, and operation of the Project. It is not intended that work not covered under any heading, section, branch, class, or trade of the specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

2.4 The organization of the specifications into divisions, sections, and articles, and the arrangement of drawings shall not control the Contractor in dividing the Project among subcontractors or in establishing the extent of work to be performed by any trade. Neither the stated description nor the division of the Plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

2.5 The Contractor shall be responsible for the proper execution of all work required by the contract documents and for allocating such portions as it sees fit to the various sub-contractors. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular sub-contractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the Plans or Specifications.

2.6 If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, it is obligated to promptly bring this information to the attention of the District and Architect in writing, for appropriate action before submittal of bid.

2.7 Intent of Drawings and Specifications.



- 2.7.1 The Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both its and the subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all contract Work must be verified prior to fabrication by taking field measurements of the true conditions. The Contractor shall take, and assist subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall bring such discrepancies to the attention of the Architect for adjustment immediately and in any case before proceeding with the Work. The Contractor shall be responsible for the proper fitting of all Work and for the coordination of all trades, subcontractors and persons engaged upon this Contract.
- 2.7.2 It is the intent of the Contract Plans and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted. These Plans and Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.
- 2.7.3 The specifications and drawings are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if indicated in both. In the case of conflict or inconsistency, the Supplementary Conditions (if any) shall control over the General Conditions and the specifications shall control the drawings. Figured dimensions shall control over scaled measurements. In all cases, the more costly or expensive interpretation is deemed to control and be the interpretation incorporated into the Contract Documents and Contract Sum.

### **Article 3     ARCHITECT**

- 3.1 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.
- 3.2 The Architect will be the District's representative during construction and until final payment. Unless directed otherwise herein, all communications and correspondence from the Contractor shall be directed jointly to the Architect and the District.
- 3.3 The Architect shall at all times have access to the Project wherever it is in preparation and progress.
- 3.4 The Architect will make periodic visits to the site to familiarize itself generally with the progress and quality of the work and to determine in general if the Project is proceeding in accordance with the Contract Documents and will keep the District informed of its observations.
- 3.5 Based on such observations and the Contractor's applications for payment, the Architect will determine and verify the amounts owing to the Contractor and will issue recommendations for payment to the District as provided herein.
- 3.6 The Architect's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 3.7 The Architect will have authority to reject work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, the Architect considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it



will have authority to require the Contractor to stop the Project or any portion thereof, or to require special inspection or testing of the work as provided herein whether or not such work be then fabricated, installed or completed. However, neither the authority to act under this subparagraph, nor any decision made by the Architect in good faith, either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.

3.8            Submittals.

3.8.1           The Architect will monitor the submittal process. The Architect will review or take other appropriate action upon the Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the information given and design concept expressed in the Contract Documents. Contractor shall assume that the Architect may take as many as fourteen (14) days to review submittals and shall include such review period in its Project schedule. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

3.9            The Architect will have authority to order minor changes in the Project *after notifying the District*. The Architect will prepare change orders in accordance with the Contract Documents. Upon a change order request by the District, the Contractor is to submit a breakdown of all costs and/or credits incurred to accomplish the requested change. The breakdown is to be of sufficient detail to allow justification of additional costs and/or credits. All change orders shall be signed by the District, Architect, and Contractor, and must be approved by the Division of the State Architect (DSA).

3.10           The Architect will conduct inspections to determine the dates of substantial completion and final completion. The Architect will receive written guarantees and waivers and related documents required of and assembled by the Contractor, and, upon review by the design team, will recommend issuance of a final certificate of payment.

3.11           The duties, responsibilities and limitations of authority of the Architect as the District's representative during construction as set forth in these General Conditions will not be modified without written consent of the District which the modification will be shown to the Contractor.

3.12           The Architect will not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of its agents or employees, or any other persons performing any of the work.

**Article 4        DISTRICT.**

4.1            The District shall not be held responsible for delays caused by the period of time during which the DSA or any other state or local government agency reviews change order requests, requests for information or submittals unless (and then only to the extent to which) the District caused the delay.

4.2            Information and Services:

4.2.1           The District shall furnish all existing surveys describing the physical characteristics, known utility locations, legal limitations, and a legal description of the project site.





- 4.2.2 Except as provided herein, the District shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 4.2.3 The District shall forward all instructions to the Contractor through the Architect.
- 4.2.4 The District will pay all fees required by the Division of the State Architect.
- 4.3 District's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the additional services of the District's Architect, and Engineers, and other representatives and consultants made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, District shall have the right to recover the difference from the Contractor or its sureties.
- 4.4 Use of Completed Parts of the Work before Acceptance.
- 4.4.1 Prior to Substantial Completion, whenever the work or any part thereof is in a condition making use thereof possible, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at the District's expense.
- 4.4.2 The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof and shall not constitute Substantial Completion until the District may take Beneficial Occupancy, as such is defined in these General Conditions. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all required insurance on the project.

## **Article 5** **CONTRACTOR.**

- 5.1 Review of Contract Documents.
- 5.1.1 The Contractor shall carefully study and compare the Agreement, general conditions, drawings, specifications, addenda and modifications and shall at once report to the Architect any error, inconsistency or omission it may discover. The Contractor shall do no work without proper drawings and specifications or interpretations. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
- 5.1.2 The District will not be responsible for the cost of delays related to Contractor's failure to submit complete RFI's, submittals, or requests for substitution in sufficient time to receive a response prior to commencement of the related work.
- 5.2 Personnel.



- 5.2.1 The Contractor shall comply with Education Code Section 45125.2 regarding Contractor/Subcontractor personnel and pupil safety. Contractor acknowledges that it has responsibility for Contractor's and all Subcontractors' compliance with this requirement and that failure to comply shall with this requirement shall be a material breach of this Agreement.
- 5.2.2 All persons working for Contractor and subcontractors on the Project must refrain from using profane or vulgar language, or any other language that is inappropriate if it were spoken by employees of the District, on the District site.
- 5.2.3 The Contractor shall employ a full-time, on site competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work, who shall be designated on Contractor's Bid Form. The superintendent shall have a minimum of five (5) years experience in construction supervision. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- 5.2.4 The Contractor shall employ a competent estimator and necessary assistants, or contract for sufficient services of an estimating consultant who shall be designated on the Contractor's Bid Form. The estimator shall have a minimum of five (5) years experience in estimating. The estimator shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The estimator shall not be changed without the written consent of the District unless the estimator ceases to be employed by the Contractor.
- 5.2.5 The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant who shall be designated on Contractor's Bid Form. The scheduler shall have a minimum of five (5) years experience in scheduling. The scheduler shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The scheduler shall not be changed without the written consent of the District unless the scheduler ceases to be employed by the Contractor.
- 5.2.6 Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.
- 5.2.7 If Contractor or any subcontractor on the Project site fails to comply with any provision of this paragraph 5.2, the District may have the offending person(s) immediately removed from the site, and such person(s) shall be replaced, at no additional expense to the District, within three (3) days of such removal. Contractor, on behalf of it and its subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance of its duties under this Contract.

5.3 Subcontractors.

- 5.3.1 Within ten (10) days of the date that the District executes the Agreement, the Contractor shall provide the Architect with signed contracts with all of its subcontractors (including those which need not be listed in the Bid), and a typed list of all subcontractors, which shall include the following information:

1. Address



2. Telephone Number and Email Address
3. Contractor's License Type and Number
4. DIR Registration Number
5. Contact Person
6. Portion of Work to be Performed
7. Subcontractor Bid Proposal
8. Contract Amount

The list shall be accompanied by proof of all required bonds to be carried by subcontractors.

5.3.2 If the Contractor elects to enter into any subcontract for any section of the work, the Contractor assumes all responsibility for ascertaining that the subcontractor for the work is competent, solvent and thoroughly acquainted with all conditions of the work and has included all materials and appurtenances in connection therewith.

5.3.3 It shall be the responsibility of the Contractor to notify its Subcontractors of all portions of specifications or plans that the Contractor intends to include as part of the subcontract.

5.3.4 The Contractor shall insert the following language into all of its contracts with its subcontractors: "[Subcontractor's name] hereby warrants that it has reviewed all portions of [contractor's name]'s contract with the District, including all scheduling requirements. Such Contract Documents are hereby incorporated into this Agreement, and subcontractor shall be as responsible for carrying out the provisions thereof which relate to its scope of work as if it had contracted directly with the District."

5.3.5 The Contractor shall be responsible to its subcontractors for damages justifiably incurred by the subcontractors, including delay damages, except those which are caused by the action or inaction of that subcontractor or those with whom that subcontractor has contracted. The Contractor shall be responsible to the District for the acts and omissions of all employees, agents and all other persons performing any of the work on behalf of the Contractor or any subcontractor.

#### 5.4 Communication Procedures.

5.4.1 The Contractor shall attend a mandatory Pre-Construction Conference, during which the District's Representative, Architect, and IOR shall review the Project reporting procedures and other requirements.

5.4.2 The Contractor shall meet weekly with the District's Representative, Architect, and IOR to review the project status. The Contractor shall provide copies of its superintendent's daily logs for the previous week, current project schedules and logs of outstanding submittals, requests for information, and requests for change orders (which shall include respective dates of submittal and required responses and shall designate the party whose response is pending).

5.4.3 The Architect will prepare minutes of the weekly construction meetings describing all agreements and commitments made (including who made them and when the commitments are to be fulfilled) and shall endeavor to distribute a copy to each required attendee, whether its representative attended or not, within three (3) days. Attendees will have two (2) days after receipt of the minutes to advise the Architect of any difference in understanding of what occurred at the meeting.

5.4.4 When the Contractor sends correspondence regarding samples, submittals, or shop drawings, Contractor shall send them to the Architect who will forward them onto the appropriate party(ies).



- 5.5 The Contractor shall supervise and direct the work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Project under the Contract Documents.
- 5.6 Timing of Design Team Review.
- 5.6.1 The Contractor shall provide a revised and updated Priority Schedule with each RFI and submittal. The Priority Schedule shall include a listing of pending requests, including the most current request, ranked in order of priority.
- 5.6.2 The Architect shall endeavor to respect the Contractor's requested order of priorities. The total response time is subject to the complexity of the RFI's and submittals, the number of RFI's or submittals submitted concurrently and any re-prioritization by the Contractor.
- 5.6.3 The District will not be responsible for the costs of delays related to Contractor's failure to submit RFI's, submittals, or requests for substitution in sufficient time to receive a response prior to commencement of the related work.
- 5.7 Shop Drawings, Product Data, Samples and Similar Submittals.
- 5.7.1 Shop Drawings are drawings, diagrams, illustrations, schedules, and other data that is specifically prepared by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- 5.7.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.
- 5.7.3 Samples are physical examples, which illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.
- 5.7.4 Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 5.7.5 All submittals shall be forwarded to the Architect within thirty (30) days of issuance of the Notice to Proceed if not requested earlier in the scope of work or supplementary conditions document. Contractor must make any request for extension of this time period within this time for any incomplete submittal. Any such request must include a schedule reflecting the anticipated submission, which incorporates adequate time for review and procurement, so as not to impede progress of the Project.
- 5.7.6 The Contractor shall perform no portion of the work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Architect. All such work shall be in accordance with approved submittals. In the event Contractor makes substitutions in materials, equipment, or designs without approval of the District and Architect, the Contractor shall remove the improper material and install the correct material and restore the area as if the unapproved substitution had never occurred.
- 5.7.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor thereby represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will





do so, and has checked and coordinated the information contained within such submittals with the requirements of the work, Schedule, and Contract Documents.

5.7.8 Samples which are of value after testing will remain the property of the Contractor.

5.7.9 All requests for substitution shall be submitted the Architect no fewer than ten (10) days prior to the bid date. The Contractor shall clearly identify any request for substitution and provide sufficient product data to facilitate review by the Architect. No substitutions will be considered for any board-approved District standard items.

5.8 Requests for Information.

5.8.1 The Contractor shall review any request for information prior to submission to the Architect to insure that the information requested in such RFI is not already provided in the Contract Documents. RFI's shall contain information regarding any potential cost or schedule impacts. RFI's shall come only from the Contractor and not from any subcontractor.

5.9 Whenever the Contractor arranges to work at night, or at any time when work is not usually in progress, or to vary the period during which work is carried out each day, it shall obtain advance approval from the District. Such work shall be done without extra compensation to the Contractor, and such additional inspection costs shall be chargeable to the Contractor providing such work is not performed at the request of the District to meet an earlier completion time than that established in the Agreement.

5.10 The Contractor shall maintain at the site for the District one stamped copy of all drawings, specifications, addenda, approved shop drawings, change orders, and other modifications, in good order and marked to record all changes made during construction, which shall be available to the District's Representative, Architect, and IOR. The drawings, marked to record all changes made during construction, shall be delivered to the District upon completion of the Project.

5.11 Review of the Contractor's submittals shall not:

1. relieve the Contractor of any of the Contractor's obligations;
2. constitute approval of safety precautions, construction means, methods, techniques or procedures;
3. relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval of such deviation; or
4. indicate approval of an assembly of which the item is a component.

5.12 Temporary Office and Site Conditions.

5.12.1 The Contractor shall obtain District approval for any space or area used for temporary facilities and staging requirements.

5.12.2 The Contractor shall obtain permits for, install and maintain in safe condition whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work or pursuant to State or local regulations. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable federal, state and local codes and regulations.

5.12.3 Portable chemical toilets or water closets and urinals shall be provided by the Contractor



for the use of its employees, trade contractors, subcontractors and their employees; and in no case shall the permanent plumbing fixtures of buildings on the site be used for such purpose.

- 5.12.4 The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the project and shall make any necessary repairs caused by such use and removal.
- 5.12.5 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.
- 5.12.6 The Contractor will provide, at its expense, water and utilities, excluding telephone, including all connections and related charges.
- 5.12.7 The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service.
- 5.12.8 The Contractor shall submit written request to the District for any utility shut downs five (5) days prior to any utility (including, but not limited to, water, electricity, gas, and sewer) being disconnected or turned off, and shall inform the District of the anticipated duration of the unavailability of such utility.
- 5.13 Contractor's Safety Program.
- 5.13.1 Each Contractor who will perform work at the site shall prepare and submit to the District for general review a safety program, as required by the Contract Documents and all other governing laws and ordinances. The safety program, in addition to normal legislative requirements of a safety program, will address the additional requirements to provide for the safety of anyone using the school site, to separate the construction area from the remaining school property, and to prohibit the use of school facilities by Contractor's employees unless specifically permitted otherwise.
- 5.13.2 The District, the Architect and its representatives shall not be responsible for Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precaution associated therewith, or for the coordination of any of the above with others at the site.
- 5.14 The Contractor shall perform all the work required by the Contract Documents and furnish all labor, materials, plant, equipment, tools and appurtenances necessary to perform said work and complete it within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice.
- 5.15 Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the Contract Plans and Specifications for the completed structure, and shall restore finishes to the satisfaction of the Architect. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.



- 5.16 The Contractor shall cooperate and coordinate with technical inspection and testing required of other contractors.
- 5.17 The Contractor shall submit Verified Reports as defined in Sections 4-336 and 4-343(c), Group 1, Chapter 4, Part I, Title 24, and California Code of Regulations.
- 5.18 Instructions and Manuals.
- 5.18.1 Prior to Final Completion of the Project, the Contractor shall compile manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates, and index into three (3) bound copies in an organized manner. This information shall then be submitted to the Architect for approval within twenty eight (28) days of substantial completion.
- 5.18.2 The Contractor shall instruct the District's personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.
- 5.18.3 Receipt of complete instructions and manuals by the Architect is a condition precedent to release of payments by the District to the Contractor.
- 5.18.4 All manufacturers' application/installation instructions shall be given to the project inspector of record ("IOR") at least ten (10) days prior to first material application or installation of the item.
- 5.18.5 The Contractor shall maintain at the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this **record set on a daily basis**. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, ductwork, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments shall be withheld until such time as the record set is brought up to date.
- 5.18.6 The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic, by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference, shall maintain it in satisfactory condition as long as the interference continues and shall coordinate and obtain the approval of the Authority having jurisdiction over the affected right of way or property all without extra payment unless otherwise expressly stipulated in the Contract Documents.
- 5.19 Project Completion.
- 5.19.1 When the work to be performed under this Contract is completed to the point that the District can take Beneficial Occupancy, the Contractor shall notify the Architect in writing. The Contractor, Architect, IOR and subcontractor representatives for fire protection, plumbing, HVAC and electrical (as applicable) shall thereafter inspect the work. As a result of this inspection, the Architect will prepare a list of items that are incomplete or not installed according to the Contract Documents (the "punch list"). Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract.



- 5.19.2 After receipt of the "punch list" the Contractor shall have twenty eight (28) days to make good on all items. If it is not feasible to complete all items within the stipulated time the Contractor shall immediately submit in writing a request for time extension including an explanation for such request. Should the Contractor not complete all items within the allotted time the District reserves the right to perform the work per section Article 11 of the Agreement.
- 5.19.3 On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, the District will issue a Notice of Acceptance to the Contractor and file a Notice of Completion with the County Recorder.
- 5.19.4 If, through no fault of the District, more than one inspection is required to determine whether the punch list has been completed, the Contractor will be back charged for the costs of the District's representatives' time, at the rate of Seven Hundred Fifty Dollars (\$750) per additional inspection.
- 5.19.5 Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the required finished conditions of the various new and existing surfaces at the time of acceptance. At the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed in all areas of the Project. Stair treads and risers shall be wet-mopped. Glass, new and existing, shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved. Finally, the exterior of the buildings shall be pressure-washed prior to Beneficial Occupancy and the play field, courts, streets and planting spaces shall be clean and in good order. Such measures shall be taken to the satisfaction of the Architect.
- 5.19.6 Prior to Final Completion of the Project, the Contractor shall submit one set of as-built drawings on a clean set of plans for the Architect review and approval. This information shall then be submitted to the Architect for approval within twenty eight (28) days of substantial completion.
- 5.20 The Contractor and subcontractors shall investigate and become aware of the amount of time required for the manufacture and delivery of all equipment and materials required to perform the work under this Contract. No extension of time or damages shall be granted due to failure to order said equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.
- 5.21 The Contractor and subcontractors shall provide and maintain sufficient labor, materials, and equipment to ensure a rate of construction progress that will complete the Project within the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or its subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to (1) provide additional labor, materials or equipment; (2) work additional hours, holidays or weekends; and/or (3) contract with a Subcontractor without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner and according to the Project schedule is considered a breach of Contract and is cause for termination of the Contract pursuant to Article 10 of the Agreement between the parties.
- 5.22 If any person or subcontractor employed by the Contractor appears to the District to be incompetent, he shall be discharged immediately upon the request of the District, and such





subcontractor or person shall not again be employed on the Project.

5.23 Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the Project.

5.24 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Project, Contractor shall remove all Contractor's waste materials and rubbish from and about the Project as well as Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up, the District may do so and charge the cost to the Contractor.

## **Article 6      SEPARATE CONTRACTS.**

### **6.1      District's Right to Award Separate Contracts.**

6.1.1 The District reserves the right to award other contracts in connection with other portions of the Project under these or similar conditions.

6.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.

### **6.2      Mutual Responsibility of Contractors.**

6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate Contractor's work with theirs.

6.2.2 If Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Architect any patent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report such shall constitute acceptance of the other contractor's work as fit and proper to receive work.

6.2.3 If, through acts of negligence on the part of this Contractor, any other contractor or subcontractor shall suffer loss or damage to the work, this Contractor shall make a reasonable effort to settle with such other contractor and subcontractor. If such other contractor or subcontractor shall assert any claim against the District, or Architect, on account of any damage alleged to have been so sustained, the District, or Architect shall notify this Contractor which shall defend such proceedings at its own expense and indemnify and save harmless the District, or Architect from any such claim.

### **6.3      Cutting & Patching Under Separate Contracts.**

6.3.1 The Contractor shall do all cutting, fitting, or patching of work that may be required to fit it to receive or be received by the work of other contractors shown upon, or reasonably implied by, the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Architect.

6.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.



## **Article 7**      **PERFORMANCE AND PAYMENT BONDS.**

- 7.1      In order to ensure that any Change Order work will be as fully bonded as work envisioned under the original Contract Documents, the Contractor shall provide, within five (5) days of the Execution Date, written proof, satisfactory to the District, that (1) it has pre-reserved bonding capacity in the amount of One Hundred Fifteen Percent (115%) of the Contract amount; or (2) its bonding company will bond any Change Order work which may be added to the Contract.
- 7.2      During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within ten (10) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such ten (10) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the payment bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay as aforesaid, shall have justified on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.
- 7.3      Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined in California Code of Civil Procedure section 995.120(a), legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Bond forms are furnished herewith.

## **Article 8**      **PAYMENTS AND COMPLETION.**

- 8.1      Before the first application for payment, the Contractor shall submit to the Architect a schedule of values of the various portions of the Project, including quantities aggregating the total contract sum, divided so as to facilitate payments to subcontractors, prepared in such form as specified, supported by such substantiating data as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule, when approved by the Architect, shall be used as a basis for the Contractor's applications for payment under the terms of the Agreement. Should any scope of work be later deleted in its entirety by Change Order, the value of that work shall be as stated in the schedule of values.
- 8.2      **Progress Schedules.**
- 8.2.1      Contractor shall, prior to commencing construction and with each application for payment, submit to the Architect a CPM schedule for the remainder of the Project showing anticipated beginning and ending dates for all critical path activities and the logical connection between and among such activities. Any changes in logic on subsequent schedules must be noted.
- 8.2.2      If Contractor wishes to construct the Project in a shorter period of time than that stated in Article 4 of the Agreement, any difference between the Contractor's desired performance period and the stipulated performance period shall be incorporated into the schedule as float.



8.2.3 Either party responsible for an event or condition which delays the Project shall be entitled to take advantage of any remaining float in the Contractor's Progress Schedule.

8.2.4 Submission of schedules pursuant to this paragraph is a condition precedent to payment. Even if Contractor does not submit a Progress Payment Request, it must submit all other documents which are required to be submitted with the Request at the designated time.

### 8.3 Releases.

8.3.1 The Contractor shall submit the following with each specified application for payment.

8.3.1.1 Progress Payment. Contractor shall submit the following documents in support of all applications for a progress payment:

- Notarized Application for Payment (on the standard AIA Form)
- Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and shall include any other signatures as required by the District.
- A conditional waiver and release upon progress payment from the General Contractor
- An unconditional waiver and release upon progress payment from the General Contractor and, when requested, the General Contractor must supply an unconditional waiver and release for each subcontractor.
- Schedule of Values
- Certified Payroll for the General Contractor and all Subcontractors MUST be submitted as required under section 16461 of Title 8 of the California Code of Regulations and as may be required by any additional District and Project-specific requirements, which the District will inform Contractor of. Certified payroll records shall be submitted to the Department of Industrial Relations electronically at least monthly. The District and/or the Owner's Representative will detail in writing any additional submittal requirements and such additional requirements are incorporated herein by reference. Certified payroll cannot be more than two weeks in arrears for each payment application submitted. At the end of the Project ALL certified payroll must be submitted before Final Retention is released. Contractor will cooperate with any efforts by the DIR to confirm the accuracy of payroll records submitted by Contractor and will include in its contracts with subcontractors a requirement that such subcontractors will likewise cooperate.

**Note: The Contractor understands and agrees that it is required to retain copies of all certified payroll records for this Project for a minimum of 3 years after project completion and the General Contractor will include in its contracts with all subcontractors a requirement that they retain certified payroll records for this project for a minimum of three years after project completion.**

8.3.1.2. Final Progress Payment. Contractor will submit the following in support of an application for Final Progress Payment:

- All of the above documents listed as required under Section 8.3.1.1., above, for a "Progress Payment"
- A Conditional waiver and release upon FINAL progress payment from Contractor and each subcontractor.

8.3.1.3. Retention Payment. A Notice of Completion (NOC) will be filed after the District approves the project as complete. Retention may be released, at a minimum, 31 days after filing of the NOC with the County.



- All of the above documents listed above under Section 8.3.1.1. as required for a "Progress Payment." (Note: Payment application MUST note "Final Retention")
- If an Escrow Account has been set up, a letter to the Escrow holder, requesting release of funds, MUST accompany this application.
- An Unconditional waiver and release upon FINAL progress payment from the Contractor and release of liens evidenced by an Affidavit of Release of Liens (see below).

**The following Notarized Affidavits MUST be submitted with the Final Retention Payment**

**Request**

- Contractor's Affidavit of Release of Liens.
- Contractor's Affidavit of Payment of Debts and Claims.
- Consent of Surety Company to Final Payment
- Affidavit from the General Contractor certifying that ALL certified payroll has been submitted to the District and to the DIR for the general and all subcontractors
- An Affidavit, signed by each subcontractor, under penalty of perjury, that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on this public works project and any amounts due pursuant to Section 1813 (LC1775 (b)(4))
- If the Contractor is unable to comply with paragraph 8.3 for an individual subcontractor due to a dispute about the subcontractor's quality of work or scope of work, the Contractor shall submit a statement to the Architect stating such, in lieu of that Waiver and Release.

**8.4                    Payments Withheld.**

**8.4.1**                The Architect or District may also decline any applications for payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any certificate of payment previously issued to such extent as may be necessary, in its opinion to protect the District from loss because of, but not limited to:

1.        defective work not remedied;
2.        reasonable doubt that the Project can be completed for the unpaid balance of the contract sum;
3.        reasonable indication that the Project will not be completed within the contract time;
4.        unsatisfactory prosecution of the work by the Contractor;
5.        Contractor's failure to pay subcontractors or material men;
6.        damage to another contractor;
7.        failure to provide waivers, schedules, labor compliance and other required documentation; or
8.        breach of any provision of the Contract Documents.

**8.4.2**                When any of the factors listed in Article 8.4 of these General Conditions resulting in withholding of payment is satisfactorily addressed by the Contractor, payment shall be made for amounts withheld because of them.

**8.4.3**                The granting of any progress payment or payments by the District or the receipt thereof by the Contractor, shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material.





8.4.4 It is mutually understood and agreed that when under any provision of this Agreement the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Agreement. If on completion or termination of the Agreement such monies due the Contractor are found insufficient to cover the District's charges against it, the District shall have the right to recover the balance from the Contractor or its sureties.

8.5 Completion and Final Payment. Upon receipt of written notice that the Project is ready for final inspection and acceptance, and upon receipt of a final application for payment, less retention, the District's Representative, IOR, and Architect will promptly make such inspection, and when they find the Project acceptable under the Contract Documents and the Agreement fully performed, the Architect will prepare a final certificate for payment stating that to the best of its knowledge, information, and belief, and on the basis of observations and inspections, the Project has been completed in accordance with the terms and conditions of the Contract Documents and that it recommends payment of the remainder of the Agreement balance.

## **Article 9      PROTECTION OF PERSONS AND PROPERTY.**

9.1 Until Substantial Completion is achieved, the Contractor shall have the charge and care of all work, complete or incomplete, permanent or temporary, and of the materials to be used therein, including materials for which it has received partial payment.

9.2 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to the following until the work is accepted by the District:

1. all employees of the Contractor, subcontractors, sub-subcontractors and their agents, officers, employees or representatives on the Project and all other persons who may be affected thereby;
2. all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, its subcontractors, sub-subcontractors or their officers, agents or employees; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.3 If the Contractor encounters any facilities or utilities not shown on the drawing or reasonably inferable therefrom, it shall promptly notify the Architect, and it shall do no further work which may cause damage to same.

9.4 If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be addressed through Change Order.

9.5 The Contractor shall obtain permits for, install and maintain in safe condition all barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Agreement.

9.6 Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other Contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or



storage of materials, equipment, or other items thereon. If necessary, Contractor shall provide calculations proving the safety in so doing.

- 9.7 If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of adequate level to properly prosecute the work and to permit thorough inspection of same.
- 9.8 Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.
- 9.9 The Contractor and each subcontractor shall supply to their employees and, where site is occupied, to the District, copies of Material Safety Data Sheets for hazardous substances that may be used in the course of the work, together with notice of actual hazardous substances to which employees may be exposed while performing work and appropriate protective measures.
- 9.10 Contractor shall secure the site, as well as all doors and windows thereon, prior to leaving the site each work Day. If Contractor fails to do so, the District may secure the site, doors, and windows itself, and may back charge Contractor for its associated costs.
- 9.11 When the Contractor's superintendent is not on site, the District may take all necessary steps to affect required emergency work and may back charge Contractor for the costs of such work.
- 9.12 Unless caused by the District's willful act or sole negligence, the Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its Final Completion and acceptance and shall bear the expense thereof. Should improper work of any trade be covered by another and damage or defects result, the whole work affected shall be made good to the satisfaction of the Architect and the District without expense to the District.
- 9.13 Upon commencement of work and until substantial completion, Contractor assumes all risk of loss or damage to the Project arising from any cause save the sole negligence of the District.

## **Article 10**     **CHANGE ORDERS.**

- 10.1 In addition to any statement governing change orders elsewhere in the Contract Documents, the Contractor and the District agree that changes in the Agreement or in the Project to be done under the Agreement shall become effective only when written in the form of supplemental agreement or change order and approved and signed by the District, the Architect, and the Contractor and approved by the DSA, as applicable. DSA approval must be evidenced by an official approval stamp and appropriate signatures.
- 10.2 All Contractors are warned against acting on verbal instructions. If verbal instructions are necessary for expediting the work and are accepted by the Contractor, it shall then be the responsibility of the Contractor to obtain written instructions of the work involved conforming to the verbal instructions from the Architect issuing same. No work will be accepted by the District that differs from the Plans and Specifications that has not been approved pursuant to the required written approvals.
- 10.3 The Contractor shall not be entitled to any adjustment of the Contract Sum or Contract Time for extra work, without prior written approval or directive from the Architect. Failure



to agree on an adjustment of the Contract Sum or Contract Time shall not excuse the Contractor from proceeding with the execution of the work as changed. If there is no agreement on cost, a construction change directive may be issued approving or directing that the work be compensated on a Force Account basis.

- 10.4 It is specifically agreed that the District shall have the right to direct any alterations, deviations, reductions, or additions to the Contract Documents and the amount of the cost thereof shall be added to or deducted from the amount of contract sum by fair and reasonable valuations.
- 10.5 If the Contractor wishes to make a claim for an increase in the Contract Sum, it shall submit a complete itemized estimate to the District written within ten (10) days after the occurrence of the event giving rise to such claim. This Request for Change Order shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property. Failure to present such claim within the stipulated timeframe constitutes a waiver of such claim. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- 10.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be assumed by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in a manner deemed acceptable by the Architect. Where major cost items are subcontracts, they shall be itemized also with backup documentation.
- 10.7 In determining the cost of any additive change order, Contractor agrees that the percentage markup for all overhead and profit shall be calculated as follows:
  - 10.7.1 If the Contractor performs the work with its own forces, its percentage markup for overhead and profit shall not exceed fifteen percent (15%) of its hard costs.
  - 10.7.2 If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its percentage markup shall not exceed five percent (5%) of its subcontractor's hard costs for such work.
  - 10.7.3 If the Contractor performs the work through a subcontractor that is not owned or controlled by it, subcontractor's percentage markup shall not exceed ten percent (10%) of its subcontractor's hard costs for such work.
  - 10.7.4 The **total** percentage markup on any change order shall not exceed fifteen percent (15%) of the actual cost of such work.
  - 10.7.5 The above percentage markups for overhead and profit (including that for work performed by subcontractors) are understood to include Contractor's and subcontractor's site supervision costs, home office overhead, profit margin, insurance, general conditions, small tools, consumables, and all other factors. The **actual cost** of additional bond capacity, not to exceed two percent (2%) of the increased value of the Contract, shall be added to change orders.
- 10.8 Direct Cost of Materials: For all materials purchased by the Contractor and used in this specific Work, it shall receive the actual cost of such materials including freight charges, as shown by original receipted invoices for materials and freight.
  - 10.8.1 If the actual costs, in the opinion of the District and Architect, are excessive, or if the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, then the cost of such materials shall be deemed to be the lowest



current wholesale price at which such materials are available in the quantities concerned delivered to the job site.

- 10.9 Direct Labor Costs: For all craft labor and foremen engaged in the specific operation, the Contractor shall receive the wage prevailing and paid on the project for each and every hour that said labor and foremen are actually engaged in such work, an amount equal to the Contractor's cost of Workmen's Compensation Insurance, Social Security taxes, Public Liability and Property Damage Insurance, and any and all fringe benefit costs required by prevailing wage agreement.
- 10.10 Direct Equipment Costs: For any machine, apparatus, or equipment which shall be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price, which shall be approved in writing before commencing such work, for each and every hour that said machinery, apparatus, or equipment is in use on such work.
- 10.10.1 Rental rates shall be deemed to include the cost of fuel, oil, lubrication, supplies, brooms or brushes, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, bonds and all incidentals.
- 10.10.2 A reasonable rental price for non-rented equipment will be the rental rates listed for such equipment in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates (hereinafter "State Rental Rates"), which is in effect on the date upon which the work is accomplished. If it is deemed necessary to use equipment not listed in said publication, a suitable rental rate for such equipment shall be established by the Architect. The Contractor may furnish any cost data which might assist the Architect in the establishment of such rental rate.
- 10.10.3 A reasonable rental price for rented equipment shall be based on the actual and reasonable hourly rate shown on the rental agency invoice or agreement for the time used on force account work. If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor. Approval for payment of rental equipment will be based on Contractor's paid vouchers approved by the Architect. If the Contractor does not furnish satisfactory evidence of the cost of the use of such equipment, the cost then shall be determined by the Architect as the lesser of (a) the rental rates listed for the equipment in the State Rental Rates, or (b) the rental rates for such equipment prevailing in the locality from local equipment rental agencies.
- 10.10.4 Individual pieces of tools or equipment not listed in said publication and having a replacement value of \$500.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- 10.10.5 Time for the rental period of equipment already on site shall be based on the time the equipment is in operation on the subject work being performed. Moving time, loading and transporting costs will not be paid for if the equipment is used at the site of the subject work for other than such subject work, unless in the determination of the Architect, the payment would cover costs that the Contractor would not otherwise have incurred.
- 10.10.6 Time for the rental period for equipment not already on the site shall begin at the time the equipment is unloaded at the site, shall include each day that the Contractor reasonably has the equipment at the site, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the subject work on such days, and shall terminate at the earlier of the end of the day on which the work for which the equipment is reasonably required to be present is completed and the end of the day on which the Architect directs the Contractor to discontinue the use of such equipment. When hourly rates are listed in the State Rental Rates, Contractor shall be paid a minimum of four (4) hours. When daily rates are listed in the State Rental Rates, Contractor shall be paid (i) 1/2 day if the





equipment is not used, and (ii) one day if the equipment is used.

- 10.10.7 Contractor shall be entitled to no payment for any cost associated with any temporary or permanent equipment breakdown, including without limitation costs of transportation for repair purposes or costs of repair and replacement parts. Contractor, however, shall be entitled to payment for time of actual use of any equipment substituted for equipment subject to breakdown, and for moving the substitute equipment. In computing the time to be paid for equipment, the Architect shall not count any period of delay caused by equipment breakdown, and to the extent feasible, shall merge into a single period the time of use before breakdown and the time of use thereafter of the repaired equipment or any substitute equipment.
- 10.11 The value of any work resulting from a change order shall be determined in one or more of the following ways:
- 10.11.1 By Contractor's estimate with a detailed breakdown showing labor, materials profit and overhead. Such estimates shall be promptly provided upon receipt of a change request and in no case more than 10 days after the change is issued.
- 10.11.2 By unit price stated in the Contract or subsequently agreed upon;
- 10.11.3 By cost and the percentage allowed by this Contract or by cost and a fixed fee.
- 10.12 If none of the above methods mentioned in section 1.5 is agreed upon, the Contractor, provided it received a written order to proceed from the Architect, shall proceed with the work. The cost of such work shall then be determined by the District. In such case, the Contractor shall keep and present in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data as may be required by the District or Architect.
- 10.13 If the Contractor is in disagreement as to the amount to be paid for the work performed pursuant to the Change Order, the Contractor shall give to the District written notice of its disagreement, the basis therefore, and all supporting documentation within ten (10) days after delivery to the Contractor of the District's or Architect's determination of cost. Such notice of disagreement does not excuse performance by the Contractor of all obligations under the contract documents and the Contractor shall proceed with the work. Payments shall be made to the Contractor on the basis of the District's or Architect's determination of cost. Failure to present such notice of disagreement constitutes a waiver by the Contractor of any entitlement to additional cost above the amount determined by the Architect.
- 10.14 Force Account. If it is impossible, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price and time extension period, which shall not under any circumstances be exceeded.
- 10.14.1 Subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items 1 to 5, inclusive:
1. Labor, computed at prevailing wage rates, plus related tax(es);
  2. Material, including sales taxes and other taxes pertaining to materials;
  3. Necessary plant and equipment rental;
  4. Overhead and profit computed as indicated under Article 10; and



5. The proportionate cost of premiums on bonds, computed as indicated under Article 10, of the total Items 1 to 4, inclusive.

10.14.2 At the end of each day, the Contractor and the Architect shall compare records of extra work which is compensated on a force account basis. Said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the District.

10.14.2.1 The daily force account work reports shall be on forms satisfactory to the Architect, and itemize the materials, state the direct cost of labor, state equipment used or on site and its direct cost. Separate daily force account work reports shall be submitted for Contractor and each subcontractor for each separate item of force account work.

10.14.2.2 The daily force account work reports shall show names or identifications, classifications or workers, the hourly rate of pay and hours worked, and the size, type and identification number of equipment, whether the equipment is rented, the time the equipment is on-site and hours the equipment was operated.

10.14.2.3 Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily force account work reports, or if not available, they shall be submitted with subsequent daily force account work reports or as soon thereafter as may be practicable. Should said vendor's invoices not be submitted within 50 days after the date of delivery of the material or within 15 days after completion of the work of the contract, whichever occurs first, the District reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the work on the date of delivery.

10.14.2.4 Rented equipment charges shall be substantiated by valid copies of leaser's invoices. Such invoices shall be submitted with the daily force account work reports, or if not available, they shall be submitted with subsequent daily force account work reports or as soon thereafter as may be practicable. Should a leaser's invoice not be submitted within 60 days after the last day of use on the job site of rented equipment which would be covered by such invoices, or within 15 days after completion of the work of the contract, whichever occurs first, the District reserves the right to establish the cost of use of the rented equipment as the lesser of (a) rental rates listed for the equipment in the State Rental Rates, and (b) the rental rates for such equipment prevailing in the locality.

10.14.3 The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection and/or audit by representatives of the District during the life of the contract and for a period of three years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of such other forces will be on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of time when such audit is to begin.

10.15 Contractor shall provide the Architect with all information requested to substantiate the cost of the change order and to inform the Architect whether the work will be done by the Contractor or a subcontractor.

10.16 The Contractor shall submit with the proposed change order its request for time extension

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(if any), and include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project. In the event of an agreed upon extension of time, the Contractor shall not be subject to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any compensation for any such delay other than that set forth in the change order itself.

- 10.17 If the Contractor believes it is entitled to a change order for work it is being required to perform, or is entitled to an extension of time greater than that agreed to by the District, and the District refuses to issue a change order or include the requested extension of time in the change order, Contractor must, at least twenty-four (24) hours prior to commencing the disputed work, inform the District of the reason for the dispute and the amount of the requested change order. No change order will later be approved, or compensation made, for work performed without such prior notice to the District.
- 10.18 No change or modification by Change Order shall release or exonerate any surety upon any guarantee or bond given in connection with the Contract Documents.

- 10.19 All Change Orders must comply with the procedures and obtain the approvals required by Title 24 of the California Code of Regulations, section 4-338.

**Article 11 DELAYS AND TIME EXTENSIONS.**

- 11.1 The date of completion of Project or designated portion thereof is the date certified by the Architect when construction is complete and in accordance with the Contract Documents.
- 11.2 If the Contractor seeks an extension of time, it must present the request to the District within five (5) calendar days of the commencement of the act causing the delay. The Contractor's failure to provide notice of such a request within the stipulated timeframe constitutes a waiver of such claim.
- 11.3 Requests for extensions of time must:
- 11.3.1.1 include a revised schedule, as described in paragraph 8.2.1, showing the effect of the delaying event; and
  - 11.3.1.2 document all damages incurred or to be incurred by the Contractor as a result of such delay.
- 11.3.2 In order to document damages, the Contractor and its subcontractors must provide or make available all of its correspondence, bid-related documents, accounting records, superintendent's records, payroll documents, and other pertinent data relating to the Project.
- 11.4 The Contractor may be granted a time extension if it encounters an Excusable Delay of the work, which is defined as a delay which occurs due to causes completely beyond its control and which it could not have avoided by the exercise of reasonable care, prudence, foresight and diligence.
- 11.4.1 Excusable Delays: Excusable Delays are any acts of the public enemy, act of God, fire, strike, lockout or commandeering of materials, products, plants, or facilities by the Government, acts of another Contractor in the performance of another contract with the District, action or inaction on the part of the DSA, priority of a governmental agency for materials or equipment, flood, violent wind storm, epidemic, quarantine restriction, or freight embargo, or weather of an unusually severe nature. The financial inability of the



Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project. Excusable Delays shall be grounds for an extension of time, measured in length by the amount of delay to the project actually suffered by Contractor as a result thereof, but shall not be grounds for any increase in compensation to the Contractor, whether for home, office, general or administrative expenses, field expenses, increased costs of materials or labor, or any other thing.

- 11.4.2      **Compensable Delay:** Compensable Delays are any delay of the completion of the work beyond the expiration date of the Contract Time caused by the gross negligence or willful acts of the District or Architect, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
- 11.4.3      **Inexcusable Delay:** Inexcusable Delays are any delay of the completion of the Project beyond the expiration of the Contract Time resulting from causes other than those listed above. An Inexcusable Delay shall not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.
- 11.5        The Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:
  - 11.5.1      If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.
  - 11.5.2      If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.
  - 11.5.3      If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract Time shall be the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Inexcusable Delay.
  - 11.5.4      For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract Sum in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salary and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract Time.
- 11.6        Regardless of the cause of a delay the Contractor may not maintain any claim or cause of action against the District for damages incurred or claimed to be incurred as a result of Contractor's failure or inability to complete its work on the Project in a shorter period than established in this Agreement, the parties stipulating to such period as a reasonable time within which to perform the work on the Project.





- 11.7 Compliance with this Article is a condition precedent to the District's duty to pay for damages incurred by the Contractor as a result of delays.

## **Article 12 DISPUTES.**

- 12.1 If a dispute arises between the District and the Contractor as to an interpretation of any of the specifications or Contract Documents or as to the quality or sufficiency of materials or workmanship, the decision of the District shall for the time being prevail, and the Contractor, without delaying the job, shall proceed with all work to be performed under the Contract as directed by the District without prejudice to a final determination of the dispute.
- 12.2 All claims against the District must be filed by the Contractor in writing. The Contractor must include all documents necessary to substantiate that claim. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.
- 12.3 The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act on the part of the District or its representatives, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless it shall have given the District due written notice of potential claim, in the manner described in paragraphs 11.2 and 12.4.
- 12.4 The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, and the amount of the potential claim. The said notice as above required must be given to the District prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the District, and in all other cases, within five (5) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Notwithstanding this paragraph, if another provision of these General Conditions specifies that a notice of claim must be given to the District in a shorter period of time, that shorter time period shall prevail.
- 12.5 In resolving all claims, whatever the amount of the claim, the parties shall proceed pursuant to the terms of Public Contract Code section 9204 and then section 20104, *et seq.*
- 12.6 Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code Section 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code Section 9204. However, the procedures in this section shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents.



**Article 13     WARRANTY OF SUPPLIES, EQUIPMENT AND RELATED SERVICES.**

- 13.1     In addition to warranties called for elsewhere in these specifications, Contractor shall warranty all work and materials, for a minimum period of at least one (1) year after recordation of Notice of Completion, against defective material or faulty workmanship that may arise within that period.
- 13.2     Additionally, the Contractor agrees to repair or replace, to the satisfaction of the District, any and all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing. If the Contractor fails to comply with the above mentioned conditions within five (5) calendar days after being notified in writing, the District may have the defects repaired and made good at the Contractor's expense and the Contractor will pay the costs and charges incurred by the District as a result, including the costs for additional services of the District's architects, engineers, and other representatives, immediately upon demand. Any and all warranties and guarantees offered by manufacturers of equipment used or installed in the Project shall also be extended to the District.
- 13.3     Notwithstanding inspection and acceptance by the Architect of all supplies, equipment and related services furnished under the Agreement, the Contractor warrants that:
1.     All supplies, equipment and related services under the Agreement will be free from defects in material or workmanship and will comply with the specifications of the Agreement; and
  2.     All aspects of the shipment of the supplies and equipment related to the Agreement will conform to the specifications of the Agreement.
- 13.4     Within a reasonable time the District may either:
1.     By written notice, require the prompt correction or replacement of any supplies, equipment or related services that are defective, or that are not shipped in accordance with the specifications of the Agreement, or that otherwise do not conform to the Agreement; or
  2.     Retain such defective, improperly shipped, or otherwise nonconforming supplies, equipment and related services; whereupon the contract sum shall be reduced by an amount that is equitable under the circumstances and the Contractor shall promptly make appropriate repayment.
- 13.5     When correction or replacement is required, the District may return such supplies, equipment and related services. Transportation charges and risk of loss or damage for such quantities returned while in transit shall be borne by the Contractor.
- 13.6     If the Contractor fails to correct or replace the nonconforming supplies, equipment or related services within ten (10) days (or such longer period if so specified by the District in writing) after receipt of notice specifying such failure, the District may, by contract or otherwise, correct or replace them with supplies, equipment and related services of similar quality, at the expense of the Contractor. If the Contractor fails to furnish timely disposition instructions, the District may dispose of the defective, improperly shipped or otherwise nonconforming supplies, equipment and related services in a reasonable manner. In such case, the District is entitled to reimbursement for the costs related to disposition from the Contractor and/or from any proceeds generated by the disposition of such supplies, equipment and related expenses.



- 13.7 Any replacement supplies, equipment or related services furnished by the Contractor to remedy a defect or nonconformity under the warranty shall also be covered by the terms of the warranty.
- 13.8 The Contractor shall indicate the total period of the warranty after the supplies, equipment and related services are placed into service. Any defects shall be promptly corrected by the Contractor to the satisfaction of the District and without expense to the District.
- 13.9 Warranty of Title. The Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass over to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. It further warrants that no such work, materials or equipment have been purchased for work under the Agreement subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier. Notwithstanding this provision, the Contractor retains the responsibility for full replacement of any portion of the Project which is damaged or destroyed prior to the Notice of Completion, as specified elsewhere in this Agreement.
- 13.10 The rights and remedies included in the warranty are in addition to and do not limit the District's rights under any other clause of the Contract Documents.

**Article 14** **TRENCHING.**

- 14.1 The Contractor shall take reasonable precautions and make reasonable efforts to detect and protect electrical utilities and appurtenances, including hand digging and use of underground detection instruments and services. Contractor will be required to, at its own cost, promptly and satisfactorily repair damages, which could otherwise have been avoided.
- 14.2 The Contractor shall comply with Government Code section 4216, *et seq.*, relating to subsurface installations.
- 14.3 If the Agreement involves the excavation of any trench five (5) feet or more in depth, the Contractor shall submit in advance of such excavation, for approval of the Architect and District, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any such trench.
- 14.4 Contractor shall promptly, and before the following conditions are disturbed, notify the Architect, in writing, of any:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  2. Subsurface or latent physical conditions at the site differing from those indicated; or
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.



14.5 If any condition described in section 14.4 is discovered, the District shall promptly investigate the conditions, and if it finds that the conditions differ materially from the conditions described in the bid package, or do involve hazardous waste, and cause a material decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Project, it may issue a change order to the Contractor or contract with another to perform work necessitated by such condition.

14.6 In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Project, the Contractor shall not be excused from any scheduled completion date provided for in the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between contracting parties.

**Article 15 STORM WATER DISCHARGE PERMIT. – Applies if checked ☐**

15.1 The Contractor shall comply with the terms of the general permit to discharge storm water associated with construction activity (Construction General Permit Order 2009-0009-DWQ, as amended by 2010-0014-DWQ), and/or any similar or successor permits applicable to the project and/or project site. The Contractor shall electronically file the Permit Registration Documents (PRDs) through the SMARTS database system, which will include a Notice of Intent, Storm Water Pollution Prevention Plan, and other documents required by this General Permit, and mail the appropriate permit fee to the State Water Board (warrant to be furnished by the District upon request by the Contractor; allow normal warrant processing time).

15.2 The PRDs shall be filed prior to the start of any construction activity. The Contractor shall also file a Notice of Termination with the Regional Water Board when construction is complete and final stabilization has been reached.

**Article 16 TOXIC SUBSTANCES CONTROL ACT.**

The Architect, in accordance with 40 CFR, Part 763, EPA Final Rule under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15, U.S.C. 2641 - 2654, must submit a statement to the District verifying that no asbestos containing building material (ACBM) was specified as a building(s) material, and to the best of its knowledge no ACBM was used as a building material in the building(s). The signed statement shall be submitted prior to Architect's making recommendation to the Board that the building(s) be accepted.

**Article 17 INSPECTIONS.**

17.1 The District will provide a full time Project Inspector of Record (IOR) to assist the Architect in providing competent and adequate inspection during all normal working periods. No work shall be performed except under the inspection of an IOR.

17.2 The IOR:

1. shall personally examine items used in the Project for compliance with the Contract Documents and technical instructions from the Architect;
2. shall report to the Architect any related work to be installed prior to final approval of shop drawings by the Architect.
3. shall inspect all materials to determine whether they comply with the Contract Documents and are in a good and acceptable condition;
4. shall monitor materials to determine whether those accepted are the materials that





- are installed;
5. shall be responsible for monitoring time and material work, by accounting for materials used and logging actual time the Contractor worked on the task;
  6. shall supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory; and
  7. shall ensure that the Contractor's payment requests accurately reflect progress on the Project and all work completed in compliance with plans and specifications.
- 17.3 The IOR shall recommend to the Architect to cause the removal and replacement of rejected material and to recommend deduction of the cost thereof from any monies due or to become due the Contractor.
- 17.4 The IOR shall not do any of the following: authorize any deviations from the Contract Documents; advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the Contract Specifications; or approve shop drawings or samples.
- 17.5 Notwithstanding the foregoing, the Contractor may not rely upon the IOR to perform any function for which it would otherwise be responsible. For example, that the IOR is expected to attempt to anticipate unacceptable construction practices and to relay such concerns to the Contractor does not remove any responsibility from the Contractor to perform such functions itself.
- 17.6 When specific inspection is required, the Contractor shall inform the Architect and IOR of the schedule of such work.
- 17.7 Consistent with requirements of Title 21 and Title 24, Part 1 of the California Code of Regulations, test samples or specimens of material for testing shall be taken by the Architect, the IOR or a representative of the testing agency. In no case shall the Contractor or the Contractor's inspector take the sample. The Architect shall forward one copy of all test reports to the DSA, if required. Testing and inspection shall be paid by the District. Retesting and inspection costs shall be reimbursed to the District by the Contractor.
- 17.8 Uncovering of Work.
- 17.8.1 If any work is covered contrary to the request of the District or Architect, it must be uncovered for observation and replaced, at the Contractor's expense.
- 17.8.2 If any other work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such work and it shall be uncovered by the Contractor. If such work was performed in accordance with the Contract Documents, the cost of uncovering the replacement shall, by appropriate change order, be charged to the District. If such work was not performed in accordance with the Contract Documents, the Contractor shall pay such costs.
- 17.9 Correction of Work.
- 17.9.1 The Contractor shall promptly correct all work rejected by the District/Architect as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost for additional services of the District's representatives thereby made necessary.



17.9.2 The Contractor shall bear the cost of making good all work of separate contractors that is destroyed or damaged by removal or correction.

17.10 Final Inspections. The Contractor will be allowed two (2) inspections by the District, the IOR or the District's representatives at the close of the Project to determine completion. The first inspection will be a pre-final inspection. The second inspection, if required, will be the final inspection. All items listed on the pre-final list and any other items required by the Contract Documents and brought to the attention of the Contractor a minimum of five (5) working days before the final inspection shall be completed prior to the final inspection. Any visits to the Project by the District or the District's representative to confirm the completeness of the Project after the final inspection will be charged to the Contractor at the District and the District's representative's normal hourly rates and deducted from the contract sum.

17.11 If work is performed on Saturdays, Sundays, holidays, or after regular work hours during the week, the Contractor shall reimburse the District for all inspection costs incurred during such hours.

## **Article 18 AUDITING PROCEDURES.**

18.1 Upon written notice to Contractor, the District shall have the right to audit all records and documents of any nature whatsoever under the custody or control of the Contractor or Contractor's agents, subcontractors, or representatives, which relate to the Project. Upon the District's request, Contractor shall make these records available to the District, the District's auditors or other representatives appointed by the District.

18.2 The Contractor agrees to comply with the provisions of Sections 1776 and 1812 of the California Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, activity code for the work provided, straight time and overtime hours worked each day and week of all workmen employed by it in connection with the execution of this Contract or any subcontract thereunder and showing the actual wages paid to each of such workers. These records shall be certified and shall be (1) provided on a weekly basis to the District, and (2) made available for inspection by the Chief of the Division of Labor Standards Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

18.3 Contractor shall ensure that all subcontractors maintain appropriate records relating to the Project. Contractor agrees to furnish records of any subcontractors or other agents of Contractor to the District upon request. If the District requests records relating to a subcontractor or other agent's involvement in the Project, such requests shall be processed through the Contractor. A Contractor's failure to abide by the provisions of the Article shall be deemed a material breach of the contract and, upon the District's election, may be considered a default.

## **Article 19 MISCELLANEOUS.**

19.1 All practices, materials, and workmanship shall conform to all provisions of law applicable to public works projects, including but not limited to: the California Code of Regulations, Titles 19, 21, and 24; regulations promulgated by the DSA; Public Contract Code Sections 4100-14; Government Code section 4215; Labor Code sections 1720-35, 1770-81, 1810-15, 1860, and 3700; Education Code sections 39140-59; the National Electric Code; the Uniform Plumbing Code; the Uniform Mechanical Code; and all other applicable laws and regulations, each of which are incorporated into this Agreement by reference. Further, all work and materials shall be in full accordance with the most current rules and regulations



of the Fire Marshal and the Division of Industrial Safety. Such laws and regulations shall be considered a part of these specifications as if set forth herein in full and all work hereunder shall be executed in accordance therewith. Nothing in these plans or specifications is to be construed to permit work not conforming to all requirements of law. The Contractor shall keep a copy of Titles 19, 21, and 24 of the California Code of Regulations on the job at all times.

19.2

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its surety of their responsibilities under the Contract. The Contractor may assign monies due it under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to it, and shall also be subject to any prior liens for labor, services, materials, equipment or other appliances supplied for the performance of Work under this Contract.

END OF SECTION



DOCUMENT 00630

GUARANTEE FORM

GUARANTEE FOR

\_\_\_\_\_  
(WORK)

We hereby guarantee that the \_\_\_\_\_ work performed for the construction

of \_\_\_\_\_ [Project] at \_\_\_\_\_ [Site] has been performed in accordance with the Drawings and Specifications and that the work, as installed, will fulfill the requirements of the Guarantee included in the Specifications. We agree to repair or replace all of our work, together with adjacent work which may be displaced by so doing, that may proven to be defective in its workmanship or materials within a period of \_\_\_\_\_ (\_\_\_\_\_) year(s) from date of recordation of Notice of Acceptance for the above named project by the District, without any expense whatsoever to the said District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within seven (7) days after being notified in writing by the District, we collectively or separately do hereby authorize the District to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefrom upon demand.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Subcontractor) (Supplier)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Contractor)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Trade Contractor Countersignature if applicable)

Local Representative to be contacted for services:

Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_  
(SAMPLE FORM)

706-5/4386754.1





## PERFORMANCE BOND

Ravenswood City School District ("District") and \_\_\_\_\_ ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation which are necessary, convenient, and proper to construct:

Ravenswood City School District  
**BELLEHAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

### Kindergarten Playground Equipment & Site Work

WHEREAS, the Agreement between the District and the Contractor dated \_\_\_\_\_, 20\_\_, and all of the documents attached to or forming a part of the Contract Documents, are hereby referred to and made a part hereof; and

WHEREAS, the Contractor is required by the Agreement, before entering upon the performance of the work, to file a good and sufficient bond with the District to ensure Contractor's good and faithful performance thereunder.

NOW, THEREFORE, the Contractor and \_\_\_\_\_ ("Surety"), as Corporate Surety, hereby bind themselves, their heirs, executors, administrators, successors, or assigns, jointly and severally, unto the District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid to the District upon the occurrence of the condition set forth below.

THE CONDITION OF THIS OBLIGATION IS that if the Contractor shall fail to well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of the Agreement during the original term of the Agreement and any extensions thereof that may be granted by the District, and during the life of any guaranty required under the Agreement, or shall fail to well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of any and all duly authorized modifications to the Agreement that may hereafter be made, then the Surety shall indemnify the District for any damage or loss suffered thereby. In case suit is brought upon this bond the Surety shall pay all court costs, expenses and reasonable attorney's fees.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same, shall in any way diminish the Surety's obligation on this bond, and the Surety does hereby waive notice of any such change, extension, alteration, or addition.

SHOULD THE CONDITION of this bond be fully performed, this obligation becomes void; otherwise the obligation shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)



\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety)

(Corporate

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

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ per Thousand Dollars; the total amount of premium charged, \$ \_\_\_\_\_.

(The above must be filled in by Corporate Surety).



**PAYMENT BOND**  
(Labor and Material)

Ravenswood City School District ("District") and \_\_\_\_\_  
("Principal") have entered into a contract for the furnishing of all materials and labor, services and  
transportation, necessary, convenient, and proper to construct:

Ravenswood City School District  
**BELLEHAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**Kindergarten Playground Equipment & Site Work**

WHEREAS, the Agreement between the District and the Principal dated  
\_\_\_\_\_, 20\_\_, and all of the documents attached to or forming a part of the Contract  
Documents, are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required by the Agreement, before entering upon the  
performance of the work, to file a good and sufficient bond with the body by whom the contract is awarded  
to secure the claims arising under the Agreement.

NOW, THEREFORE, the Principal and the undersigned  
("Surety"), as Corporate Surety, hereby bind themselves, their heirs, executors, administrators, successors,  
or assigns, jointly and severally, unto the District for the use and benefit of all persons provided under Civil  
Code section 9554, subdivision (b), in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS that if the Principal or a subcontractor, or their  
heirs, executors, administrators, successors, or assigns fails to pay any of the persons named in Civil Code  
section 9100, or any of the amounts due as specified in Civil Code section 9554, subdivision (b), Surety will  
pay the same in an amount not exceeding the amount hereinabove set forth. Additionally, Surety shall pay  
all court costs, expenses and reasonable attorneys' fees as fixed by the Court associated with any suit  
brought upon this bond, including costs and attorneys' fees incurred by the District.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this bond shall inure to the  
benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of  
action to them or their assigns in any suit brought upon this bond.

IT IS FURTHER EXPRESSLY STIPULATED AND AGREED that no change, extension of  
time, alteration, or addition to the terms of said contract or the specifications accompanying the same, shall  
in any manner diminish the Surety's obligations on this bond, and the Surety does hereby waive notice of  
any such change, extension, alteration, or addition.

SHOULD THE CONDITION of this bond be fully performed, then this obligation shall  
become void; otherwise the obligation shall be and remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and  
Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)



(Principal)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety)

(Corporate

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

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ per thousand; the total amount of premium charged, \$ \_\_\_\_\_.

(The above must be filled in by Corporate Surety).





<b>PRE-BID WALK SIGN IN SHEET</b>	
<b>Project:</b>	BELLE HAVEN KINDERGARTEN PLAY GROUND RENOVATION
<b>Meeting Date:</b>	April 26, 2019 at 11:30am
<b>Place/Room:</b>	FRONT ENTRANCE
<b>Project Manager:</b>	Norine Bruno nbruno@telacu.com

**Project:** BELLE HAVEN KINDERGARTEN PLAY GROUND RENOVATION

**Project Manager:** Norine Bruno  
nbruno@telacu.com

Please sign your name legible and Email address. Leave a business card to allow us to better serve you.

[illegible]



2nd PRE-BID WALK SIGN IN SHEET \$12

[illegible]



BELLE HAVEN KINDER PLAYGROUND		BID TABULATION FORM	
Opened by: Norine Bruno		Date: June 5, 2019	
Recorded by: Josephina Munoz			
CHECK OFF LIST	BIDDER 1	Apparent Low Bidder BIDDER 2	
BIDDER'S NAME	Agbayani Construction Corporation	Lewis & Tibbitts, Inc.	
Time Received	1:25pm	1:26pm	
Is Bid Properly Addressed	yes	yes	
Is Bid Properly Endorsed	yes	yes	
BID OPENING Business Office @ 1:30PM			
Following Bid Forms Included?			
Bid Bond or Check	Bond	Bond	
Bid Form	yes	yes	
1. Base Bid	568,000.00	523,500.00	
2. District Allowance	-	-	
Total (Combination of 1 & 2)	568,000.00	523,500.00	
Noncollusion Declaration	yes	yes	
Designation of Subcontractor	yes	yes	
Statement of Compliance	yes	yes	
Iran Contracting Act Certification	yes	yes	
Notice to Contractors: Criminal Records Ck.	yes	yes	
CA All Purpose Acknowledgement	yes	yes	



DIV 00

**CONSTRUCTION CONTRACT DOCUMENTS**  
**Bid No. 2018-19-PTN#40**

*RAVENSWOOD CITY SCHOOL DISTRICT*

**BELLEHAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**KINDERGARTEN PLAYGROUND EQUIPMENT & SITE WORK**

2120 Euclid Ave.  
East Palo Alto, CA 94303





**BID FORM**

Ravenswood City School District  
**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

**KINDERGARTEN PLAYGROUND EQUIPMENT & SITE WORK**

2120 Euclid Avenue  
East Palo Alto, CA 94303

June 05, 2019

(Date)

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

The Undersigned, doing business under the firm name of Lewis and Tibbitts, Inc, hereby proposes and agrees to enter into an agreement, to furnish any and all labor, materials equipment and services for the completion of work described hereinafter and in the Contract Documents entitled construction of:

**Kindergarten Play Area Renovation & Site Work**

Prepared by:

Alan Bronner & John Mendes

(Estimator Name)

for the sum quoted below:

**A. BASE BID:** Based upon all work required to satisfactorily complete the work indicated in the related Plans and Specifications complying with the Division of the State Architect, excluding the Alternate Bids.

Item 1 – Base Bid:

\$ 523,500.00

Item 2 – District's Allowance:

none

( As stated in the scope of work documents)

Total (Combination of Item 1 and Item 2):

\$ 523,500.00 Dollars

**B. ITEMIZED BREAKDOWN OF ALTERNATES:** The Bidder agrees that each of the following itemized amounts in each ALTERNATE BID will not be withdrawn for a period of ninety (90) calendar days

Bid Form

Page 6



after the Bid Opening date. Should the District elect to accomplish any one or combination of the following amounts not included as part of the Contract Price, then the Bidder (Contractor of record) agrees to incorporate and complete the item as a prepared Change Order at the stipulated amounts.

**UNIT PRICES:**

Unit Price no. 1: \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price no. 2: \_\_\_\_\_ \$ \_\_\_\_\_

**ALTERNATE BID (ADDITION):**

Alternate 1: \_\_\_\_\_ \$ \_\_\_\_\_

Alternate 2: \_\_\_\_\_ \$ \_\_\_\_\_

**C. LETTER OF INTENT TO AWARD:** The undersigned hereby designates as its office to which the Notice of Apparent Low Bid may be mailed, emailed, or delivered:

1470 Industrial Ave, San Jose, CA 95112

ABronner@DIGLT.com & BSegura@DIGLT.COM

**D. INSURANCE:**

- (1) Our Public Liability and Property Damage Insurance is placed with  
The Hartford c/o Woodruff-Sawyer Co

- (2) Our Workers' Compensation Insurance is placed with  
The Hartford c/o Woodruff-Sawyer Co

**E. COMPLETION DATE.**

Contractor agrees that all work required to be performed by the Contract Documents shall be completed by all milestone dates specified in the scope of work documents. Contractor acknowledges that it shall be liable for liquidated damages if the Project is not completed by these dates.



**F. ADDENDA.**

Contractor acknowledges receipt of the following addenda:

Addendum No. <u>01</u>	Date of Document: <u>5-17-2019</u>
Addendum No. <u>02</u>	Date of Document: <u>5-31-2019</u>
Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____

**F. CLARIFICATION.**

Contractor acknowledges receipt of the following clarification:

Clarification No. _____	Date of Document: _____
Clarification No. _____	Date of Document: _____
Clarification No. _____	Date of Document: _____
Clarification No. _____	Date of Document: _____

**G. EXECUTION OF BID.**

If the Bidder is a corporation, state the capacity/title of the corporate officer signing and affix the corporate seal; if a partnership, all partners should sign under the partnership name on a separate page attached to and made part of the bid. Unsigned bids will not be accepted.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

 John Mendes  
SIGNATURE  
Lewis and Tibbitts, Inc

**NAME OF COMPANY AS LICENSED**

1470 Industrial Ave

**ADDRESS**

San Jose

**CITY**

408-925-0220

**TELEPHONE NUMBER**

Vice President

**TITLE**

281666

**CONTRACTOR LICENSE NO.**

A, C10, C36, C42

**CLASS**

CA

**EXPIRATION DATE**

95112

**STATE**

5/31/2019

**ZIP**

**DATE**



## BID BOND

We the undersigned Lewis and Tibbitts, Inc. as  
Principal and Western Surety Company as Surety, are hereby held and firmly bound  
unto the Ravenswood City School District "District" in the sum of  
Ten Percent (10%) of Total Bid Amount Dollars (\$                    ) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to  
the District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing  
for the construction of

Ravenswood City School District  
**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303

### **Kindergarten Playground Equipment & Site Work**

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract  
in the form of agreement attached hereto and shall execute and deliver Performance and  
Payment Bonds in the forms attached hereto (all properly completed in accordance with  
said bid) within the time periods stated in the bid documents, and shall in all other respects  
perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect,  
it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal  
hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract on the call for bids, or to the work to be performed  
hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the  
Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be  
fixed by the court.





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 20th day of May, 2019, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)

Lewis and Tibbitts, Inc.  
(Principal)

1470 Industrial Avenue, San Jose, CA 95112  
(Business Address)

By: John Mendes  
JOHN MENDES

Western Surety Company  
(Corporate Surety)

By: Nancy L. Hamilton  
Nancy L. Hamilton, Attorney-in-Fact

555 Mission St., Suite 200  
(Business Address)  
San Francisco, CA 94105

The rate or premium of this bond is -0- per thousand, the total amount of premium charged, \$ -0-.

(The above must be filled in by Corporate Surety).



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On 05/20/19 before me, Alicia Dass, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Nancy L. Hamilton  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Nancy L. Hamilton  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

On 5/31/19

Date

before me,

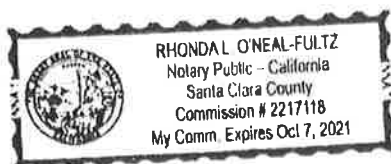
RHONDA L. O'NEAL-FULTZ

Here Insert Name and Title of the Officer

personally appeared -- JOHN MENDES AND NO OTHERS

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## **OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### **Description of Attached Document**

Title or Type of Document: --BID BOND - RCSD BELLE HAVEN ES KINDERGARTEN PLAYGROUND--

Document Date: 20-May-2019

Number of Pages: 2

Signer(s) Other Than Named Above: --- NANCY HAMILTON-

### **Capacity(ies) Claimed by Signer(s)**

Signer's Name: John Mendes

- ☒ Corporate Officer – Title(s): Vice President
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney in Fact
- ☐ Trustee ☐ Guardian of Conservator
- ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: NANCY HAMILTON

- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney in Fact
- ☐ Trustee ☐ Guardian of Conservator
- ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Mark M Munekawa, Joan DeLuca, Kelly Holtemann, Nerissa S Bartolome, Alicia Dass, Patrick R Diebel, Yvonne Roncagliolo, Thomas E Hughes, Valerie Garcia, Sara Ridge, Individually**

of Novato and San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of May, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota  
County of Minnehaha

} ss

On this 2nd day of May, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary





**NONCOLLUSION DECLARATION**

Ravenswood City School District

**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025


**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303  
**Kindergarten Playground Equipment & Site Work**

I, John Mendes, declare that I am the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true, and, further, that the Bidder has not, directly or indirectly, submitted its bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5/31/2019  
(Date)

John Mendes  
(Print Name)  
  
(Signature)  
Vice President  
(Official Capacity)  
Lewis and Tibblits, Inc  
(Company Name)  
1470 Industrial Ave  
(Company Address)  
San Jose, CA 95112  
(408) 925-0220  
(Company Telephone Number)



## DESIGNATION OF SUBCONTRACTORS

Bidders shall state the portion of work by trade (electrical, painting, etc.) that each subcontractor will perform. Additionally, the Bidder shall state the name, California contractor license number, public works contractor registration number, and business address for all designated subcontractors. Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

In compliance with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and the location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Bidder on, in, or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the Bidder shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District. **PRINT LEGIBLY.**

PORTION OF WORK	SUBCONTRACTOR NAME	CA LICENSE NUMBER AND DIR REGISTRATION NUMBER	LOCATION (CITY & STATE)
PLAYGROUND EQUIPMENT	COMMUNITY PLAYGROUNDS, INC	CA LIC #382950 DIR #1000008753	VALLEJO, CA
LANDSCAPING	EGGLI LANDSCAPE CONTRACTORS, INC	CA LIC #592807 DIR #1000006122	MENLO PARK, CA



PORTION OF WORK	SUBCONTRACTOR NAME	CA LICENSE NUMBER AND DIR REGISTRATION NUMBER	LOCATION (CITY & STATE)



STATEMENT OF COMPLIANCE

Ravenswood City School District  
**BRENTWOOD ELEMENTARY SCHOOL**  
2086 Clarke Street  
East Palo Alto, CA 94303

**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303

**Kindergarten Playground & Site Work**

Lewis and Tibbitts, Inc

\_\_\_\_\_  
(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

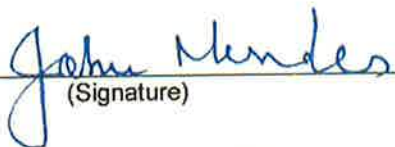
John Mendes

I, \_\_\_\_\_  
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on 5/31/2019  
(date)

in the County of Santa Clara, is made under the penalty of perjury  
(County)

under the laws of the State of California.

  
(Signature)

John Mendes, Vice President

\_\_\_\_\_  
(Print or Type Title)





**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200, *et seq.*)

**Ravenswood City School District Project Name:** RCSD Belle Haven ES Kindergarten Play Area Project

**Contractor Name:** Lewis and Tibbitts, Inc

I, the person who is identified below and who has signed this certification, hereby certify, subject to penalty for perjury, that: (i) I have inherent authority, or I have been duly authorized by the Contractor, to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

- ☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The Final Contract Sum, as defined in Section 5 of the Agreement, payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

**Certifier Signature:**

  
John Mendes

**Printed Name:**

Vice President

**Title:**

**Date Executed:**

5/31/2019

**Please note:** In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on contracts for three years.



NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS  
(CALIFORNIA EDUCATION CODE SECTION 45125.2)

**Ravenswood City School District Project Name: Ravenswood Middle School Realignment Phase 1**

In bidding on the Project and/or entering into a contract with the District for the Project, the below indicated bidder certifies that it is aware of the following provisions of the California Education Code and agrees to comply if the bidder is selected as the Contractor for the Project:

**Section 45125.2: Construction, etc. contractors; pupil safety**

- a. A school district contracting with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with pupils shall ensure the safety of the pupils by one or more of the following methods:
  - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.
  - 3. Surveillance of employees of the entity by school personnel.
- b. An entity that contracts with a school district for the construction, reconstruction, rehabilitation or repair of a school facility is not required to comply with the requirements of Section 45125.1 if one or more of the methods described in subdivision (a) are utilized.
- c. For purposes of this section, a violent felony is any felony listed subdivision (c) of Section 667.5 of the Penal Code and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
- d. This section shall not apply to an entity providing construction, reconstruction, rehabilitation or repair services to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

Certifier Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

John Mendes

Title: \_\_\_\_\_

Vice President

Date Executed: \_\_\_\_\_

5/31/2019



# **BID PROJECT NAME:**

BID NO.: 2018-19-PTN#40

**BELLE HAVEN ES KINDERGARTEN PLAYGROUND RENOVATION & SITE WORK**

**“BID- HARD COPY”**

## **BIDDER'S NAME:**

Agbayani Construction Corporation  
Vincent D. Agbayani - President

38 Dixon Court  
Daly City, CA 94014  
Tel: (650) 994-9380  
Fax: (415) 665-9470  
E-mail: [vince.agbayani@agbayani.com](mailto:vince.agbayani@agbayani.com)

## **SUBMITTED TO:**

Ravenswood City School District Office  
TELACU Construction Management  
Attn: Norine Bruno

2120 Euclid Avenue,  
East Palo Alto, CA 94303  
Tel #: 714 474 4072  
E-mail: [nbruno@telacu.com](mailto:nbruno@telacu.com)

**DUE: Monday, June 18, 2019 @ 9:00 AM**

**1:30 PM**

*973*

# THE WORLD'S MOST FAMOUS

1900-1901

THE WORLD'S MOST FAMOUS

1900-1901

THE WORLD'S MOST FAMOUS

1900-1901

THE WORLD'S MOST FAMOUS

1900-1901

THE WORLD'S MOST FAMOUS

1900-1901



THE WORLD'S MOST FAMOUS

1900-1901

THE WORLD'S MOST FAMOUS

**BID FORM**

Ravenswood City School District  
**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

**KINDERGARTEN PLAYGROUND EQUIPMENT & SITE WORK**

2120 Euclid Avenue  
East Palo Alto, CA 94303

06/03/19

(Date)

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

The Undersigned, doing business under the firm name of AGBAYANI CONST. CORP., hereby proposes and agrees to enter into an agreement, to furnish any and all labor, materials equipment and services for the completion of work described hereinafter and in the Contract Documents entitled construction of:

**Kindergarten Play Area Renovation & Site Work**

Prepared by:

CEGAR TOMAS  
(Estimator Name)

for the sum quoted below:

**A. BASE BID:** Based upon all work required to satisfactorily complete the work indicated in the related Plans and Specifications complying with the Division of the State Architect, excluding the Alternate Bids.

Item 1 – Base Bid:

\$ 568,000.00

Item 2 – District's Allowance:

none

(As stated in the scope of work documents)

Total (Combination of Item 1 and Item 2):

8568,000.00 / FIVE HUNDRED SIXTY EIGHT THOUSAND Dollars

**B. ITEMIZED BREAKDOWN OF ALTERNATES:** The Bidder agrees that each of the following itemized amounts in each ALTERNATE BID will not be withdrawn for a period of ninety (90) calendar days

C.B.





after the Bid Opening date. Should the District elect to accomplish any one or combination of the following amounts not included as part of the Contract Price, then the Bidder (Contractor of record) agrees to incorporate and complete the item as a prepared Change Order at the stipulated amounts.

**UNIT PRICES:**

Unit Price no. 1: N/A \$ \_\_\_\_\_

Unit Price no. 2: \_\_\_\_\_ \$ \_\_\_\_\_

**ALTERNATE BID (ADDITION):**

Alternate 1: N/A \$ \_\_\_\_\_

Alternate 2: \_\_\_\_\_ \$ \_\_\_\_\_

- C. **LETTER OF INTENT TO AWARD:** The undersigned hereby designates as its office to which the Notice of Apparent Low Bid may be mailed, emailed, or delivered:

VINCENT AGBAYANI - VINCE.AGBAYANI@AGBAYANI.COM

CEGAR TOMAS - CEGAR.TOMAS@AGBAYANI.COM

D. **INSURANCE:**

- (1) Our Public Liability and Property Damage Insurance is placed with

Old Republic General Insurance Corporation

225 S Lake Ave. Suite 900, Pasadena CA 91101

Tel. # (626) 683-5200

- (2) Our Workers' Compensation Insurance is placed with

Old Republic General Insurance Corporation

225 S Lake Ave. Suite 900, Pasadena CA 91101

Tel. # (626) 683-5200

E. **COMPLETION DATE.**

Contractor agrees that all work required to be performed by the Contract Documents shall be completed by all milestone dates specified in the scope of work documents. Contractor acknowledges that it shall be liable for liquidated damages if the Project is not completed by these dates.



**F. ADDENDA.**

Contractor acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Date of Document: <u>05/17/2019</u>
Addendum No. <u>2</u>	Date of Document: <u>05/31/2019</u>
Addendum No. _____	Date of Document: _____
Addendum No. _____	Date of Document: _____

**F. CLARIFICATION.**


Contractor acknowledges receipt of the following clarification:

Clarification No. _____	Date of Document: _____
Clarification No. _____	Date of Document: _____
Clarification No. _____	Date of Document: _____
Clarification No. _____	Date of Document: _____

**G. EXECUTION OF BID.**

If the Bidder is a corporation, state the capacity/title of the corporate officer signing and affix the corporate seal; if a partnership, all partners should sign under the partnership name on a separate page attached to and made part of the bid. Unsigned bids will not be accepted.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

  
\_\_\_\_\_  
**SIGNATURE**  
Agbayani Construction Corporation  
\_\_\_\_\_  
**NAME OF COMPANY AS LICENSED**  
88 Dixon Court,  
\_\_\_\_\_  
**ADDRESS**  
Daly City  
\_\_\_\_\_  
**CITY**  
(650) 994-9380  
\_\_\_\_\_  
**TELEPHONE NUMBER**

President  
\_\_\_\_\_  
**TITLE**  
650472  
\_\_\_\_\_  
**CONTRACTOR LICENSE NO.**  
A, B, C10, C20, C36 06/30/2020  
\_\_\_\_\_  
**CLASS** **EXPIRATION DATE**  
CA 94014  
\_\_\_\_\_  
**STATE** **ZIP**  
05/24/2019  
\_\_\_\_\_  
**DATE**



## BID BOND

We the undersigned Agbayani Construction Corporation as  
Principal and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound  
unto the Ravenswood City School District "District" in the sum of  
Ten Percent of the Total Bid Amount Dollars (\$ 10% of Total Bid ) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to  
the District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing  
for the construction of

Ravenswood City School District  
**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303

### **Kindergarten Playground Equipment & Site Work**

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract  
in the form of agreement attached hereto and shall execute and deliver Performance and  
Payment Bonds in the forms attached hereto (all properly completed in accordance with  
said bid) within the time periods stated in the bid documents, and shall in all other respects  
perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect,  
it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal  
hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract on the call for bids, or to the work to be performed  
hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of said contract or the call for bids, or to the work, or to the specifications.

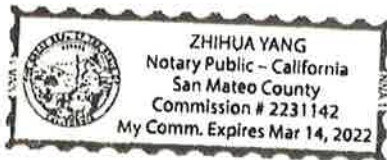
In the event suit is brought upon this bond by the District and judgment is recovered, the  
Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be  
fixed by the court.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 20th day of May, 2019, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Notary Seal)



Agbayani Construction Corporation  
(Principal)

88 Dixon Court, Daly City, CA 94014

(Business Address)

Maria Agbayani  
Maria Agbayani

The Ohio Casualty Insurance Company

(Corporate Surety)

By: Irene Luong Irene Luong, Attorney-In-Fact

71 Stevenson Street, Suite 600, San Francisco, CA 94105

(Business Address)

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate Surety).





## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On May 20, 2019 before me, Robyn R. Kargari, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

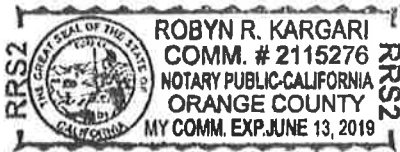
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]  
Signature of Notary Public Robyn R. Kargari



Place Notary Seal Above

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8139653

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie Hoang; Irene Luong; James W. Moilanen; Yung T. Mullick; P. Austin Neff

all of the city of Mission Viejo, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of June, 2018



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llawellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2019



By: Renee C. Llawellyn  
Renee C. Llawellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

**The Ohio Casualty Insurance Company**

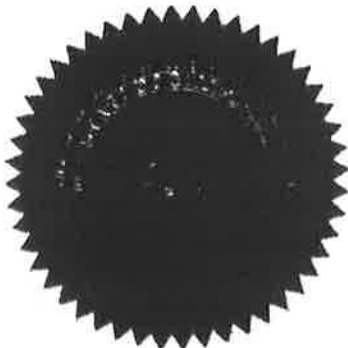
*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 19<sup>th</sup> day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19<sup>th</sup> day of March, 2013.



Dave Jones  
Insurance Commissioner

*Valerie J. Sarfaty*

By

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



**NONCOLLUSION DECLARATION**

Ravenswood City School District

**BELLE HAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

2120 Euclid Avenue  
East Palo Alto, CA 94303  
**Kindergarten Playground Equipment & Site Work**

I, Vincent D. Agbayani, declare that I am the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true, and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

05/24/2019  
(Date)

Vincent D. Agbayani  
(Print Name)  
V. D. Agbayani  
(Signature)

President  
(Official Capacity)

Agbayani Construction Corporation  
(Company Name)

88 Dixon Court, Daly City CA, 94014  
(Company Address)

(650) 994-9380  
(Company Telephone Number)





## DESIGNATION OF SUBCONTRACTORS

Bidders shall state the portion of work by trade (electrical, painting, etc.) that each subcontractor will perform. Additionally, the Bidder shall state the name, California contractor license number, public works contractor registration number, and business address for all designated subcontractors. Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

In compliance with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and the location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Bidder on, in, or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the Bidder shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District. **PRINT LEGIBLY.**

PORTION OF WORK	SUBCONTRACTOR NAME	CA LICENSE NUMBER AND DIR REGISTRATION NUMBER	LOCATION (CITY & STATE)
LANDSCAPING	LANDSCAPE PROS LLC	1053174 / 1000396815	SAN JOSE, CA
SURVEYING / STAKING	RODGERS ENG'G	L8513 / 10003957	STOCKTON, CA







STATEMENT OF COMPLIANCE

Ravenswood City School District  
BRENTWOOD ELEMENTARY SCHOOL  
2086 Clarke Street  
East Palo Alto, CA 94303

BELLE HAVEN ES JCH  
415 IVY DRIVE  
MENLO PARK, CA 94025

BID NO. 2018-19-PTN#40

2120 Euclid Avenue  
East Palo Alto, CA 94303

Kindergarten Playground & Site Work

CJR.

Agbayani Construction Corporation  
(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, Vincent D. Agbayani  
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on 05/24/2019  
(date)

in the County of San Mateo, is made under the penalty of perjury  
(County)

under the laws of the State of California.

  
(Signature)

Vincent D. Agbayani  
(Print or Type Title)



**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200, *et seq.*)

**Ravenswood City School District Project Name:** Belle Haven School Kindergarten Playground Renovations

**Contractor Name:** Agbayani Construction Corporation

I, the person who is identified below and who has signed this certification, hereby certify, subject to penalty for perjury, that: (i) I have inherent authority, or I have been duly authorized by the Contractor, to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- ☐ The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The Final Contract Sum, as defined in Section 5 of the Agreement, payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

**Certifier Signature:**

V. D. Agbayani

**Printed Name:**

Vincent D. Agbayani

**Title:**

President

**Date Executed:**

05/24/2019

**Please note:** In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on contracts for three years.





NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS  
(CALIFORNIA EDUCATION CODE SECTION 45125.2)

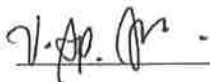
**Ravenswood City School District Project Name: Ravenswood Middle School Realignment Phase 1**

In bidding on the Project and/or entering into a contract with the District for the Project, the below indicated bidder certifies that it is aware of the following provisions of the California Education Code and agrees to comply if the bidder is selected as the Contractor for the Project:

Section 45125.2: Construction, etc. contractors; pupil safety

- a. A school district contracting with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with pupils shall ensure the safety of the pupils by one or more of the following methods:
  - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.
  - 3. Surveillance of employees of the entity by school personnel.
- b. An entity that contracts with a school district for the construction, reconstruction, rehabilitation or repair of a school facility is not required to comply with the requirements of Section 45125.1 if one or more of the methods described in subdivision (a) are utilized.
- c. For purposes of this section, a violent felony is any felony listed subdivision (c) of Section 667.5 of the Penal Code and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
- d. This section shall not apply to an entity providing construction, reconstruction, rehabilitation or repair services to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

Certifier Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Vincent D. Agbayani

Title: \_\_\_\_\_

President

Date Executed: \_\_\_\_\_

05/24/2019



# RAVENSWOOD CITY SCHOOL DISTRICT

## DVBE PARTICIPATION REPORT

Contractor Name: AGBAYANI CONST. CORP. Date: 6/05/19

Project Name: BELUE HAVEN ES KINDER GARDEN Project Number: 2018-19-PTN #56  
PLAYGROUND RENOVATION & SITE WORK

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
ELEVATING SALES CORP.	MATERIAL SUPPLIER	\$18,000.00
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES ☒

NO ☐

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price..

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/05/19

Proper Name of Bidder: AGBAYANI CONST. CORP.

Signature: V. AD. Jr

Print Name and Title: VINCENT D. AGBAYANI - PRESIDENT



## AGREEMENT

(use board approval date)

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Ravenswood City School District, San Mateo County, California ("District"), and \_\_\_\_\_ ("Contractor").

Contractor and District agree as follows:

**ARTICLE 1 - THE PROJECT.** Contractor agrees to obtain all necessary permits and licenses as are required by law, furnish all labor and materials, including required tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material, men, subcontractors, artisans, machinists, teamsters, and laborers required in the bid proposal, all in strict compliance with the plans, drawings, and other Contract Documents, required for the Project:

Ravenswood City School District  
**BELLEHAVEN ELEMENTARY SCHOOL**  
415 Ivy Drive  
Menlo Park, CA 94025

**BID NO. 2018-19-PTN#40**

### **Kindergarten Playground Equipment & Site Work**

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

**ARTICLE 2 - THE AGREEMENT:** The Contractor and the District agree that the Contract Documents are composed of all those documents described in paragraph 2.1 of the General Conditions, all of which are incorporated herein by reference. The specifications and drawings are to be read together such that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed as if both mentioned in the specifications and set forth in the drawings to the true intent and meaning of the said drawings and specifications, when taken together. But no part of said specifications that is in conflict with any portion of this Agreement shall be considered as part of this Agreement.

**ARTICLE 3 - CONTRACTOR'S LICENSE:** Contractor shall have, and maintain in good standing, and require the same of all its subcontractors, the appropriate classification of California State contractor's license during the entire term of this Project.

**ARTICLE 4 - COMPLETION DATE / NOTICE TO PROCEED:** Contractor agrees that all work required to be performed by the Contract Documents shall be completed by the milestone dates specified in the "Scope of Work" documents. Contractor acknowledges that it shall be liable for liquidated damages as set forth in this Agreement if the Project is not completed by these dates.

If the Notice to Proceed and/or the Agreement is issued more than ten (10) but less than ninety (90) days after the "Letter of Intent to Award Contract", Contractor's sole remedy shall be an extension to the Completion Date, measured by the number of days beyond ten (10) it took to issue the Notice to Proceed. In such instances, Contractor shall not be entitled to any monetary damages or other compensation for lost profit or overhead or for increased cost of performance.

The term "day" as used in the Contract Documents shall mean calendar day.

**ARTICLE 5 - CONTRACT SUM:** The contract sum is the total amount payable by the District to Contractor for the performance of work under the Contract Documents. The contract sum is **Five Hundred Thousand Dollars (\$ 500,000.00) Contract Sum**"), unless modified in accordance with the Contract Documents.



**ARTICLE 6 - LIQUIDATED DAMAGES:** The Completion Date specified in Article 4 is of the essence of the Agreement. The Contractor shall complete the Project by the date specified in Article 4 unless the District agrees in writing to an extension of time.

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the District would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of school activities, costs of administration, inspection, supervision and the loss suffered by the public within the District.

Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages which the District shall directly incur upon failure of the Contractor to complete the Project within the time specified: Five Hundred Dollars (\$500.00), plus the extra inspection costs incurred by the District, during or as a result of each calendar day by which the substantial completion of the Project is delayed beyond the date specified in Article 4 of the Agreement and Five Hundred Dollars (\$500.00), plus the extra inspection costs incurred by the District, during or as a result of each calendar day by which final completion of the Project is delayed beyond the date specified in the Article 4 of the Agreement.

If the Contractor becomes liable for liquidated damages under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the District until all such liabilities are satisfied in full.

If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**ARTICLE 7 - EARLY COMPLETION:** Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the District for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in Article 4 of this Agreement, the parties stipulating that such period is a reasonable time within which to perform the work on the Project.

**ARTICLE 8 – PAYMENT:** The District agrees to pay the Contractor in current funds for the performance of the Agreement the amount proposed in this bid, including approved change orders, and to make payments on account thereof as follows: Each calendar month, ninety-five percent (95%) of the value, proportionate to the amount of the Agreement, or labor and materials incorporated in the Project up to the first day of that month as estimated by the District, and Architect, less the aggregate of previous payments. On substantial completion of the entire Project, a sum sufficient to increase the total payments to ninety-five percent (95%) of the contract sum set forth in Article 5 of this Agreement, and thirty-five (35) days after the Notice of Completion has been recorded, provided the Project to be fully completed and the Agreement fully performed, the balance due under the Agreement. The payment of progress payments by the District shall not be construed as an acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious. The entire Project is to be subjected to inspection and approval of the District or Architect to defects not obvious upon inspection during the progress of the work at the time when it shall be claimed by the Contractor that the Agreement is completed. The District and Architect shall exercise all reasonable diligence in the discovery, and report to the Contractor as the Project progresses, materials and labor which are not satisfactory to the District, so as to avoid unnecessary trouble and cost to the Contractor in making good defective parts or work.

In accordance with the provisions of Public Contract Code section 22300, the District shall,





at the request and expense of the Contractor, permit the substitution of securities or the payment of funds equivalent to the amount of monies withheld as retention from progress payments.

**ARTICLE 9 - EARLY TERMINATION:** Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the governing body of the District fails to appropriate or allocate funds for future periodic payments under the Agreement after exercising reasonable efforts to do so, the District may, upon thirty (30) days written notice, order work on the project to cease. Additionally, the District may terminate for convenience without an early termination penalty. The District will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid for which the work has not been done.

**ARTICLE 10 - TERMINATION FOR CAUSE:** If Contractor (1) should be adjudged bankrupt; (2) should make a general assignment for the benefit of its creditors; (3) should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials; (4) should fail to make prompt payment to subcontractors or for material or labor; (5) persistently disregards laws, ordinances or the instructions of the District; or if any of its subcontractors should persistently violate any of the provisions of the Agreement; (6) fails to comply with the Contract Documents or (7) a receiver should be appointed on account of Contractor's insolvency, then the District may serve written notice upon the Contractor and its surety of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be made, the Agreement shall, upon the expiration of said five (5) days, at the District's option, terminate.

In the event of any such termination, the District shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Agreement; provided, however, that if the surety, within ten (10) days after the serving upon it of Notice of Termination, does not give the District written notice of its intention to take over and perform the Agreement or does not commence performance within ten (10) days from the date of the serving of such notice, the District may take over the Project and prosecute the same to completion by Agreement or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and the surety shall be liable to the District for any excess cost occasioned the District thereby. In such event, the District may, without liability for so doing, take possession of and utilize in completing the Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the Project and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the Project is finished. If the unpaid balance of the contract sum shall exceed the expense of finishing the Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District.

**ARTICLE 11 - PERFORMING A PORTION OF THE WORK:** If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the Contract Documents, the District, by written order, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated. The District shall not have any duty to stop the work for the benefit of the Contractor or any other person or entity. If the District chooses to correct or carry out the work itself, it shall normally give the Contractor seven (7) days after providing written notice to commence and continue correction of such default or neglect with diligence and promptness. If, however, the condition constitutes an emergency which may subject the District to penalties or termination of the Project by outside jurisdictional agencies, the District may do so without notice to the Contractor. In either case, an appropriate change order shall be issued, deducting, from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and consultants' additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and its surety shall pay the District the difference.

**ARTICLE 12 - USE OF SUBCONTRACTORS:** Contractor agrees that, as required by State law and the Bid Instructions, all subcontractors which will perform work on this project shall be listed on the Designation



of Subcontractors form, provided with the Contract Documents.

**ARTICLE 13 - PREVAILING WAGE RATES:** In accordance with the provisions of section 1720, *et seq.*, of the California Labor Code, the Director of the California Department of Industrial Relations has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1770, *et seq.*, of the California Labor Code. Pursuant to the California Labor Code, the general prevailing rate of per diem wages and for holiday and overtime work shall be paid to all workers employed by the Contractor selected for this project. Copies of prevailing rates of per diem wages are available upon request at the District's Offices or at [www.dir.ca.gov](http://www.dir.ca.gov). The Department of Industrial Relations will monitor and enforce compliance with applicable prevailing wage requirements on this project in accordance with the California Labor Code, including, but not limited to, sections 1771, 1774, 1776, 1777.5, 1813, and 1815. No contractor or subcontractor may be listed on a bid proposal for or be awarded a public works project unless registered with the DIR. Contractor may be responsible for paying subcontractor's employees' prevailing wages if subcontractor does not comply with the provisions of Labor Code sections 1770, *et seq.*

*The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupants of all laborers, workers and mechanics employed by it in connection with the execution of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the Department of Industrial Relations. Attention is directed to the provisions in section 1777.5 and section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it.*

**ARTICLE 14 - WORKING HOURS:** In accordance with the provisions of the California Labor Code, eight (8) hours labor shall constitute a day's work, and no laborer, workman or mechanic in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required to or permitted to work more than eight (8) hours in one calendar day or forty (40) hours during any one calendar week unless such work is compensated at the lawful overtime rate set forth in the California Labor Code. The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by it in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the District, or its officers or agents and to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations, its deputies or agents; and it is hereby further agreed that Contractor shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25.00) for each laborer, workman or mechanic who is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of this Article 14.

**ARTICLE 15 - EMPLOYMENT OF APPRENTICES:** Contractor agrees to comply with all provisions of the law regarding the employment of apprentices, including, but not limited to Labor Code §§ 1773.3, 1777.5, 1777.6 and 3077, *et seq.* These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) apprentice hour for each five (5) journeyman hours, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor.

**ARTICLE 16 – INSURANCE:**

The Contractor shall procure and maintain for the duration of this Contract and for \_\_\_ years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, and Contractor's agent,



representatives, employees, or subcontractors. Contractor shall include in all of its contracts with Subcontractors provisions requiring such Subcontractors to meet the same insurance requirements as set forth herein.

Comprehensive or commercial general liability (CGL) insurance, on Insurance Office Services Form CG 00 01 (or a form at least as broad as Form CG 00 01) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project and location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance, on Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) with limits no less than \$5,000,000 per accident for bodily injury and property damage.

Workers' Compensation, including Employers' Liability Insurance, as required by the State of California with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 each accident, injury or disease. The Contractor shall require subcontractors to provide workers' compensation insurance for all subcontractors' employees engaged in Work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. If the Contractor fails to maintain such insurance, the District, at its sole option and without incurring any further obligation to provide insurance, may take out Workers' Compensation insurance to cover any compensation payable under the provisions of the Act by reason of any employee of the Contractor or a subcontractor being injured or killed, and to deduct the amount of the premium for such insurance from any sums due the Contractor. If injury occurs to any employee of the Contractor for which the employee, or its dependents in the event of its death, is entitled to compensation from the District under the provisions of said Act, or from the sums due the Contractor under these Contract Documents the District may deduct and retain an amount sufficient to cover such compensation or payment of such compensation.

The Contractor shall sign and file with the District the following certification prior to performing the Work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract."

Builder's Risk/All Risk: The District, during the progress of the Work and until the District's final acceptance of the Work upon completion of the entire Contract, shall maintain Builder's Risk/"All Risk," course-of-construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents, including completed Work and Work in progress to the full insurable value of the entire Work which is the subject of this Agreement. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, wind, lightning, smoke, riot, debris removal including demolition, and reasonable compensation for the Architect's services and expenses required as a result of insured loss.

Fire insurance on all Work subject to loss or damage by fire. Contractor shall maintain fire insurance in an amount of fire insurance shall be sufficient to protect the Project and all appurtenant structures against loss of damage in full until the Work is accepted by the District.

Coverage for debris removal limits not less than \$1,000,000. In the event that the Contractor is performing abatement of hazardous or contaminated materials work or employs a subcontractor or entity for abatement of hazardous or contaminated materials, environmental liability and pollution insurance, with limits not less than \$1,000,000. The policy shall be written on an occurrence form and any deductible shall not exceed \$25,000.

Minimum Amounts Required. The amounts of insurance coverage stated above are the minimums that Contractor is required to procure and maintain. If Contractor maintains higher limits than the minimums stated above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and



coverage shall be available to the District.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**Required Endorsements.** The insurance policies required in this Agreement shall contain or shall be endorsed to contain the following provisions:

(a) The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with work or operation and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 if later revisions are used);

(b) For any claims relate to the Project, the Contractor's insurance coverage shall be primary insurance s respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it; and

(c) Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except with notice to the District.

**Acceptability of Insurers.** Insurance companies shall be legally licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have an "A-VII" in Bests Rating Guide and shall be satisfactory to the District.

Each policy shall name the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and all employees of any of them as additional insured and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct insurance business in California.

**Waiver of Subrogation:** Contractor hereby waives the right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

In the event of any damage, not insured by the District, as identified in this agreement under Builder's Risk/All Risk section, it shall be the Contractor's responsibility to perform at its expense all required repair and replacement including damage to adjacent areas.

**Verification of Coverage.** Before commencement of the Work under this Agreement, certificates of insurance shall be furnished to the District, with complete copies of policies to be furnished to the District promptly upon request. All policies of insurance, exclusions, deductibles, self-insured retentions, and certificates shall be reviewed by, and satisfactory to the District before Contractor commences work on the Project. Approval of the insurance by the District shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its action, inaction or operations. Further, failure by Contractor to obtain the required documents prior to work beginning on the Project shall not relieve the Contractor of the obligation to obtain them or constitute a waiver by the District of Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, at any time.





Liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." If, at any time during the life of this Agreement, the Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Agreement may, at District's sole option, be discontinued immediately, and all payments due or that become due under the Agreement will be withheld, until notice is received by the District as provided hereinabove that such insurance has been restored to full force and effect and that the premiums therefrom have been paid for a period satisfactory to the District.

Any failure to maintain any item of the required insurance may, at District's sole option, be considered material breach of the Agreement and, in such an event, the District may immediately terminate this Agreement.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement and Contractor shall ensure that the District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as ISO Form CG 20 38 04 13.

**ARTICLE 17 - INDEMNIFICATION AGAINST LIABILITY:** Notwithstanding any other provision of the Contract Documents, Contractor agrees to indemnify, defend and save harmless the District, its Governing Board, related entities and divisions, officers, agents, consultants and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, damage to property, or delay or damage to another contractor, or for attorney's fees incurred in defending or prosecuting suits to enforce laws relating to public works contracts, resulting or arising out of, or in any manner connected with Contractor or Contractor's agents, employees or subcontractors' performance or failure to perform under the terms of the Contract Documents, excepting only liability arising out of the sole negligence or willful misconduct of the District. The parties stipulate that any such claims, demands, losses, defense costs, or liabilities would be above, beyond, and entirely separate from, those damages which would be liquidated pursuant to Article 6.

**ARTICLE 18 - MISCELLANEOUS PROVISIONS:**

a. Entire Agreement: This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement between the parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes only the express representations or warranties specified in this Agreement.

b. Execution of Other Documents: The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

c. Execution in Counterparts: This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

d. Binding Effect: Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their



respective successors and assigns.

e. Severability: If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

f. Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

g. Assignment of Agreement: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.

h. Written Notice: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail or courier to the last business address known to it who gives the notice.

i. Anti-discrimination: It is the policy of the District that in connection with all work performed under purchasing contracts there shall be no discrimination against any prospective or active employee engaged in the Project because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the Project by it.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

**Contractor:**

By: \_\_\_\_\_  
Signature Date

Type or Print Name: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

**Ravenswood City School District:**

By: \_\_\_\_\_  
Gina Sudaria,  
Interim Superintendent Date









"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

Gina Sudaria

*Interim Superintendent*

Inter-Departmental Correspondence  
Human Resources Department

**Date:** June 5, 2019

**Board Meeting Date:** June 13, 2019

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorable Board of Trustees

**From:** Gina Sudaria, Interim Superintendent

**Subject:** Consideration to Approve Contract with Rhythm and Moves, Inc. to Provide a Physical Education Program for 2019-2020 to All Elementary School Sites.

#### **RECOMMENDATION:**

Approve Contract with Rhythm and Moves, Inc. to Provide a Physical Education Program for 2019-2020 to All Elementary School Sites.

#### **BACKGROUND:**

Physical education instructional programs provide students with the skills and knowledge they need to establish and sustain physical activity as a key component of their lifestyle. The PE model content standards adopted by the State Board of Education involve five overarching standards in K-8, including eight required content areas that provide a developmentally appropriate, standards-based sequence of instruction. PE instruction provides students with essential skills and knowledge through a broadly-based curriculum that is age-appropriate and links learning experiences in a sequential and articulated manner. PE contributes significantly to every student's health and well-being, and it is an instructional priority for California schools. Students in grades one through six, must be provided with PE instruction for a total period of time of not less than 200 minutes each 10 schooldays, exclusive of recesses and the lunch period (EC Section 51210[a][7]).

#### **DISCUSSION:**

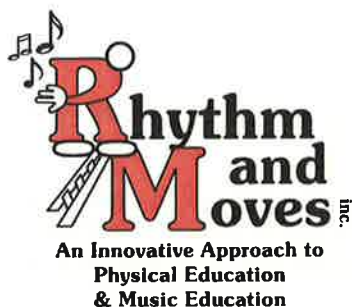
Rhythm and Moves, Inc. will provide a Physical Education Program, which includes the equipment, teacher, curriculum, and supervision of the program. The program will be for 100 hours per week at Belle Haven Elementary, Brentwood Academy, Costano Elementary, Los Robles – Ronald McNair Academy, and Willow Oaks Elementary.

#### **FISCAL IMPACT:**

No fiscal impact to the general fund. \$339,500 will be paid through Ravenswood Education Foundation.







## Physical Education Annual Contract 2019/2020

This agreement made between Ravenswood City School District having a principal place of business at 2120 Euclid Ave., East Palo Alto, CA 94303 hereinafter referred to as the "Client" and Rhythm and Moves, Inc., an independent contractor, having a principal place of business at 2179 Harbor Bay Parkway, Alameda, CA 94502, hereinafter referred to as the "contractor".

It is hereby agreed:

1) Term of Contract. This agreement will become effective beginning August 21, 2019 and will continue until June 12, 2020 unless this contract is sooner terminated as herein provided.

2) Services to be performed by Contractor. Contractor agrees to provide a Physical Education Program, which includes the equipment, teacher, curriculum, and supervision of the program. The program will be for 100 hours per week. The classes will be on the property of the client.

3) Fees for Services. Contractor shall be entitled to the following fees for its services. \$339,500.00 for the contract, which shall be paid in 10 monthly installments of \$33,950.00 each. These payments are due on the 15th day of each month, August through May. There will be a 5% late charge for payments received after the 20th of each month.

4) Independent Contractor. Contractor will act as an independent contractor. Therefore, the Client will pay no employer costs. (I.e. worker's compensation, employer taxes, or benefits)

5) Termination upon Notice. This agreement can be terminated by either party giving 30-day notice. If the agreement is terminated as provided for herein then the Contractor shall be paid on a pro rata basis for all work performed through the date that such termination becomes effective.

6) Direct Employment of Employees of Rhythm and Moves, Inc. Client acknowledges that Contractor has recruited, trained and supervised Contractor's employees and that Contractor's employees will be providing educational services at Client's school site(s). Client further acknowledges that the recruitment, training and supervision of Contractor's employees are costly and time-consuming to Contractor. Should Client directly or indirectly employ or otherwise retain the services of any employee of Contractor who has worked at Client's school site(s) during the term of this contract or within 12 months of the termination of this contract in a position which is the same or substantially similar to those services provided by Contractor in this agreement, Client shall pay Contractor a finder's fee in the amount of \$30,000. Client further acknowledges that the finder's fee amount accurately reflects the reasonable value of Contractor's time and costs. Client will be billed separately for the finder's fee and payment will be due within 60 days.

7) Liability Insurance/Hold Harmless. Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement, and shall name Client as an additional named insured on said policy. A certificate is on file with the District or Diocesan office.

8) Time is of the Essence. Time is of the essence in this agreement.


9) Assignment. Neither this agreement, nor any duties or obligations under this agreement, may be assigned without the prior written consent of the Client.

10) Notices. Any notice under this agreement shall be sufficient if written and delivered personally or by first class mail to the addresses listed at the beginning of this agreement.

11) Attorney's Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

12) Entire Agreement of the Parties. This agreement contains the entire agreement of the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client. Any modifications of this agreement will be effective only if it is in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement.



Contractor

5/31/19  
Date

\_\_\_\_\_  
Client (Principal)

\_\_\_\_\_  
Date