

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**17STC0045**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Commission on Teacher Credentialing

CONTRACTOR'S NAME

Saugus Union School District

2. The term of this Agreement is: April 22, 2018 through April 25, 2018

3. The maximum amount of this Agreement is: \$3,714.28  
(Three thousand seven hundred fourteen dollars and twenty-eight cents.)

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

Exhibit A – Scope of Work 2 pages

Exhibit B – Budget Detail and Payment Provisions 1 page

Exhibit C\* – General Terms and Conditions (GIA 610)

Check mark one item below as Exhibit D:



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

1 page



Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

page

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

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

**CONTRACTOR**

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

Saugus Union School District

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jennifer Stevenson

ADDRESS

24930 Avenue Stanford, Valencia, CA 91355

**STATE OF CALIFORNIA**

AGENCY NAME

California Commission on Teacher Credentialing

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Vixie Sandy, Executive Director

ADDRESS

1900 Capitol Avenue, Sacramento, CA 95811-4213

**California Department of  
General Services Use Only**

☐ Exempt per:

## EXHIBIT A

### SCOPE OF WORK

1. Saugus Union School District (hereinafter called Contractor) agrees to provide to the California Commission on Teacher Credentialing (hereinafter called Commission) services as described herein:

Contractor shall provide accommodation and meeting arrangements for the Saugus Union School District Accreditation Visit Scheduled from April 23 - 25, 2018. Arrangements shall include a meeting room, food and beverage service, and lodging.

2. The services shall be provided at: 24930 Avenue Stanford, Santa Clarita, CA 91355 and other locations as mutually agreed upon.
3. The Project Representatives during the term of this agreement will be:

|               |  |             |  |
|---------------|--|-------------|--|
| State Agency: | Commission on Teacher Credentialing                            | Contractor: | Saugus Union School District   |
| Section/Unit: | Professional Services Division (PSD)                           | Title       | Assistant Superintendent,<br>Human Resources                           |
| Name:         | Catherine Kearney  | Name:       | Jennifer Stevenson   |
| Address:      | 1900 Capitol Avenue<br>Sacramento, CA 95811                    | Address:    | 24930 Avenue Stanford<br>Santa Clarita, CA 91355                       |
| Phone:        | 916-323-0095   | Phone:      | 661-294-5300   |
| Fax:          | 916-327-3165   | Fax:        | 661-264-7520   |
| Email         | <a href="mailto:PSDTravel@ctc.ca.gov">PSDTravel@ctc.ca.gov</a> | Email       | <a href="mailto:jstevenson@saugusUSD.org">jstevenson@saugusUSD.org</a> |

The Meeting Planner assigned to this agreement will be:

|               |  |             |  |
|---------------|--|-------------|--|
| State Agency: | Commission on Teacher Credentialing                            | Contractor: | Saugus Union School District   |
| Section/Unit: | Professional Services Division (PSD)                           | Title       | Induction Coordinator  |
| Name:         | Jamaal Harbison  | Name:       | Amy Gaudette   |
| Address:      | 1900 Capitol Avenue<br>Sacramento, CA 95811                    | Address:    | 24930 Avenue Stanford<br>Santa Clarita, CA 91355                     |
| Phone:        | 916-327-2967   | Phone:      | 310-963-0824   |
| Fax:          | 916-327-3165   | Fax:        |  |
| Email         | <a href="mailto:PSDTravel@ctc.ca.gov">PSDTravel@ctc.ca.gov</a> | Email       | <a href="mailto:agaudette@saugusUSD.org">agaudette@saugusUSD.org</a> |

Direct final accounting invoice inquiries to:

|               |  |             |  |
|---------------|--|-------------|--|
| State Agency: | Commission on Teacher Credentialing                              | Contractor: | Saugus Union School District   |
| Section/Unit: | Fiscal and Business Services                                     | Title       | Assistant Superintendent of<br>Business                              |
| Name:         | Accounting Liaison   | Name:       | Nick Heinlein  |
| Address:      | 1900 Capitol Avenue<br>Sacramento, CA 95811                      | Address:    | 24930 Avenue Stanford<br>Santa Clarita, CA 91355                     |
| Phone:        | 916-327-0783   | Phone:      | 661-294-5300   |
| Fax:          | 916-323-5095   | Fax:        |  |
| Email         | <a href="mailto:Accounting@ctc.ca.gov">Accounting@ctc.ca.gov</a> | Email       | <a href="mailto:nheinlein@saugusUSD.org">nheinlein@saugusUSD.org</a> |

4. The Contractor shall coordinate meeting arrangements at the hotel as listed below:
  - A. Provide arrangements for one (1) general session meeting room to accommodate five (5) people for three (3) days on the specified dates listed herein.
  - B. Provide arrangements to reserve a block of lodging up to five (5) non-smoking rooms with king-size beds on the specified dates listed herein.
  - C. Provide arrangements for up to five (5) per-diem meals for three (3) days on the specified dates listed herein.
  - D. Provide to the Contractor direct payment of costs listed above.

## EXHIBIT A

### SCOPE OF WORK (cont.)

5. Rates for service are as follows:

#### Meeting Rooms-Hotel

| Date                       |            | Time Set Up                   | Total Cost *1      |
|----------------------------|------------|-------------------------------|--------------------|
| <b>Monday</b>              | 04/23/2018 | 24 hour hold- up to 5 people  | \$ 500.00          |
| <b>Tuesday</b>             | 04/24/2018 | 24 hour hold - up to 5 people | \$ 500.00          |
| <b>Wednesday</b>           | 04/25/2018 | 24 hour hold - up to 5 people | \$ 500.00          |
| <b>Total not to exceed</b> |            |                               | <b>\$ 1,500.00</b> |

\*1 All meeting room and AV charges are inclusive of service charge and sales tax.

#### Food and Beverage charges - Hotel & Facilities

| Date                       |            | Amount             | Cost           | Total Cost*2     |
|----------------------------|------------|--------------------|----------------|------------------|
| <b>Monday</b>              | 04/23/2018 | up to 5 lunches    | @ \$11.00 each | \$ 55.00         |
|                            |            | up to 5 dinners    | @ \$23.00 each | \$ 115.00        |
| <b>Tuesday</b>             | 04/24/2018 | up to 5 breakfasts | @ \$ 7.00 each | \$ 35.00         |
|                            |            | up to 5 lunches    | @ \$11.00 each | \$ 55.00         |
|                            |            | up to 5 dinners    | @ \$23.00 each | \$ 115.00        |
| <b>Wednesday</b>           | 04/25/2018 | up to 5 breakfasts | @ \$ 7.00 each | \$ 35.00         |
|                            |            | up to 5 lunches    | @ \$11.00 each | \$ 55.00         |
| <b>Total not to exceed</b> |            |                    |                | <b>\$ 465.00</b> |

\*2 All banquet meals are inclusive of a service charge, service charge tax, and sales tax.

#### Lodging Rooms - Hotel

| Date                       |            | Number of Rooms            | State Rate | OT+Local Tax | Total Room Rate | Total Cost *3      |
|----------------------------|------------|----------------------------|------------|--------------|-----------------|--------------------|
| <b>Sunday</b>              | 04/22/2018 | Up to 3 Non-Smoking / King | \$ 120.00  | \$ 14.56     | \$ 134.56       | \$ 403.68          |
| <b>Monday</b>              | 04/23/2018 | Up to 5 Non-Smoking / King | \$ 120.00  | \$ 14.56     | \$ 134.56       | \$ 672.80          |
| <b>Tuesday</b>             | 04/24/2018 | Up to 5 Non-Smoking / King | \$ 120.00  | \$ 14.56     | \$ 134.56       | \$ 672.80          |
| <b>Total not to exceed</b> |            |                            |            |              |                 | <b>\$ 1,749.28</b> |

\*3 All lodging room rates are quoted exclusive of applicable state and local and transient occupancy taxes.

6. **Total contract amount not to exceed:**

**\$ 3,714.28**

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Invoicing and Payment**

- A. In consideration for the satisfactory completion of the services described herein, the Commission agrees to pay the Contractor, in arrears, upon receipt of an invoice, for services rendered under this Agreement and for actual expenditures incurred in accordance with the rates specified herein.
- B. Payment shall be in arrears contingent upon receipt of an itemized invoice received and approved by the designated representative(s). Invoices shall be submitted on Contractor's letterhead, signed by an authorized representative of the Contractor, and include the following:
- The Agreement number 17STC0045
  - Time period covered/service period
  - Detailed statement of services completed for the period
- C. Invoices shall be submitted to: **California Commission on Teacher Credentialing**  
Attn: Accounting Liaison  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

#### **2. Prompt Payment Clause**

Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### **3. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission, or offer an agreement amendment to the Contractor to reflect the reduced amount.

#### **4. Timeline for Payment Processing**

|   |  |
|---|--|
| Within 30 days of the completed meeting date(s).  | Contractor accounting office shall mail or fax invoice(s) to the Fiscal and Business Services Section, Accounting Liaison.   |
| Within 1 day of invoice-received date   | Fiscal and Business Services Section, Accounting Liaison shall log in and route invoice(s) to Commission Meeting Planner for review and approval.  |
| Within 10 days of invoice-received date   | Commission Project Representative shall review for legitimate expense charges incurred. Commission Project Representative shall authorize the Fiscal and Business Services Section, Accounting Liaison to process the reimbursement invoice or shall notify the Contractor of a disputed charge and file a Invoice Dispute (STD 209) form to the Contractor to request the necessary changes to finalize a legitimate (undisputed) approved invoice. |
| Within 10 days of the finalized (undisputed) legitimate invoice-received date (fax date or postmarked date) | Commission Project Representative shall attach supporting documents to the Fiscal and Business Services Section, Accounting Liaison to initiate final authorization of payment.  |
| Within 20 days of the undisputed legitimate invoice received date (faxed date or postmarked date)           | State Controller Office, Accounting Liaison shall issue a check.   |

## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Settlement of Disputes**

Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally shall be decided by the following two-step procedures.

- 1) The contract shall provide written notice of the particulars of such disputes to the Commission's Project Representative or his/her duly appointed representative. The Project Representative shall respond in writing within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the Project Representative's decision, the Contractor shall appeal to the second level. Pending the decision on appeal, the Contractor shall proceed diligently with the performance of this Agreement in accordance with the Project Representative's decision.
- 2) The second level appeal shall indicate why the Project Representative's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Representative's response. This letter shall be sent to the Executive Director of his/her duly appointed representative. The second level appeal shall be filed within fifteen (15) working days of the receipt of the Project Representative's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this Agreement. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal.

#### **2. Right to Terminate**

The Commission reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Contractor. The Contractor shall submit a written request to terminate this Agreement only if the Commission should substantially fail to perform its responsibilities as provided herein.

However, this Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the Commission's notification to the Agreement.

This Agreement shall be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Commission's premises or equipment or both are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

#### **3. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

#### **4. Contractor Name Change**

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

#### **5. Cancellation Clause**

In the event that client needs to cancel the entire event, hotel will make every attempt to re-book rooms and meeting space. If space and rooms are re-sold, there will be no penalty for cancellation. If hotel cannot re-sell space, client will be assessed on one night's room and tax.

Cancellations/changes for individual Reservations must be made 48 hours prior to arrival. A minimum guaranteed attendance must be received 48 hours prior to the start of the event: The Hotel will charge the guaranteed number or the number of rooms occupied, whichever is the lesser.