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Enactment Number	15-0354
Enactment Date	3/25/15 <i>OK</i>

## Memo

To Board of Education

From Antwan Wilson, Superintendent  
Mia Settles-Tidwell, Chief Operations Officer  
John Krull, IT Officer, Technology Services 

Board Meeting Date March 25, 2015

Subject Approval by the Board of Education for e-rate consultant RDV Consulting not to exceed \$30,000.00

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**Action Requested** Approval by the Board of Education for e-rate consultant RDV Consulting not to exceed \$30,000.00

**Background** E-Rate consulting services help school districts meet the filing requirements for the E-rate program. Oakland Unified School District has used a consultant previously to help file for this federal progra

**Discussion** RDV Consulting will provide the following services:

1. Collect data from Client and apply for E-Rate funding for July 1, 2015- June 30, 2016
2. File SLD Form 470(s) on behalf of client by December 31 of 2015.
3. Collect data on Free and Reduced Lunch Program Eligibility of students within Client organization
4. File SLD Form 471, Form 486 and ensure that SLD Forms, such as BEAR Forms (Form 472), are filled out and submitted to vendors for E-



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools. Thriving Students.*

Rate reimbursements to Client.

5. Work with the Technology Department to maximize available funding.

**Recommendation**

Ratify contract with RDV Consulting not to exceed \$30,000

**Fiscal Impact**

Up to \$30 using Measure J funds allocated to Technology Services / Common Core

**Attachments**

Approved contract with RDV Consulting

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES  
E-Rate Year 18 Consultation Services**

This Independent Contractor Agreement for Services ("Agreement") is made as of 2/17, 2015, between the Oakland Unified School District ("District") and Henry (Rick) Del Valle aka RDV Consulting Services ("Consultant"), with a principal place of business at 7800 Crest Avenue, Oakland, CA 94605, (together "the Parties").

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work"). District agrees to provide information as described in Exhibit "B", which is also attached hereto and incorporated herein by this reference.
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Signed Agreement  |
| <input checked="" type="checkbox"/> | Workers' Compensation Certificate, if necessary               |
| <input checked="" type="checkbox"/> | Criminal Background Investigation Certification, if necessary |
| <input checked="" type="checkbox"/> | Insurance Certificates and Endorsements                       |
| <input checked="" type="checkbox"/> | W-9 Form  |
- 

**4. Compensation.**

**A.** In consideration for the services to be performed by Consultant, District agrees to pay Consultant **\$25,000.00 per year** for E-Rate activities performed in support of submission of documentation and funding of E-Rate discounts for District for E-Rate (and fiscal) year 2015-2016.

**B.** Activities performed in support of a Request for Proposal (RFP) for Priority Two (Bucket 2) applications, including developing technical specifications, writing the RFP, and evaluating vendor responses, shall be billed at the additional amount of \$120.00 per hour. Consultant will attempt, whenever possible, to use existing RFPs and modify them as appropriate to reduce resource hours needed to create RFP specific to District needs. These per-hour rates shall be waived for the Year 18 (2015-2016) activities performed as a result of this contract.

**C.** Consultant's total compensation shall not exceed **\$30,000.00** upon completion of any year's E-Rate activities during the term of the contract, without approval by District's governing board.

**D. Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Exhibit "A."

5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
8. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **Termination.**
  - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District

terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

11.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

**12. Indemnification.** To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the

Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

### 13. Insurance.

13.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

13.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

13.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

13.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

13.1.4. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to

the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
16. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
19. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with

District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

**20. District's Evaluation of Consultant and Consultant's Employees and/or**

**Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

20.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

20.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

**21. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**22. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**23. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

John Krull  
Information Technology Officer  
Oakland Unified School District  
1011 Union Street  
Oakland, CA 94607

**Consultant**

Henry (Rick) Del Valle  
aka RDV Consulting Services  
7800 Crest Avenue  
Oakland, CA 94605

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day

next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**24. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

**25. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**26. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

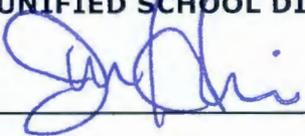
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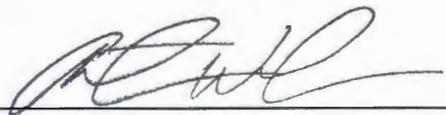
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Consultant:** Henry (Rick) Del Valle  
aka RDV Consulting Services

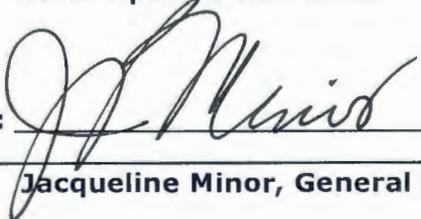
Date: February 27, 2015  
By: Henry Del Valle  
Print Name: Henry Del Valle  
Title: owner, E-Rate Consultant

**OAKLAND UNIFIED SCHOOL DISTRICT**

By:  Date: 3/26/15  
James Harris, President Board of Education

By:  Date: 3/26/15  
Antwan Wilson, Superintendent,  
Secretary of the Board Secretary

By:  Date: 3/13/15  
Mia Settles-Tidwell, M.Ed.  
Chief Operations Officer

By:  Date: 3/3/15  
Jacqueline Minor, General Counsel

File ID Number: 14-2252  
Introduction Date: 3/25/15  
Enactment Number: 15-0354  
Enactment Date: 3/25/15  
By: o2

**Information regarding Consultant:**

Consultant: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: 7800 Crest Ave  
Oakland, CA 94605

Telephone: 510-457-5436

Facsimile: 510-562-1607

E-Mail: rick.delvalle@yahoo.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social Security Number

**NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

## EXHIBIT A

### Attachment to Agreement for E-Rate Consultation Services For Oakland Unified School District

Services to be provided by Consultant:

1. Collect data from Client and apply for E-Rate funding for Year 18 (July 1, 2015-June 30, 2016)
2. File SLD Form 470(s) on behalf of client by December 31 of 2015.
  - a. Include specifications for voice, data, and networking requirements.
  - b. Assist Client personnel in evaluating vendor responses.
  - c. Work with Client to negotiate contracts with vendors to ensure compliance with E-Rate guidelines.
  - d. Collect and save data to comply with SLD guidelines for audit purposes.
3. Collect data on Free and Reduced Lunch Program Eligibility of students within Client organization
4. File SLD Form 471 and related items by February-March XX, 2015 (**date pending FCC's Schools & Library Division notification**)
  - a. Collect data from vendors as appropriate.
  - b. Determine discounts and funding amounts to be requested from E-Rate funds.
  - c. Ensure that Form 471 is accepted and approved by SLD.
  - d. Respond to any PIA audits from SLD in a timely manner, and ensure that responses are accurate and accepted by SLD.
5. File SLD Form 486 within 120 day window as defined by SLD
  - a. Ensure filing done within 120 days after Funding Commitment Decision Letter (FCDL) received by Client.
6. Ensure that vendor documentation (i.e. Grids and/or Signature Pages) are filled out and returned in a timely manner so as not to lose any funding as approved by SLD.
7. Ensure that SLD Forms, such as BEAR Forms (Form 472), are filled out and submitted to vendors for E-Rate reimbursements to Client.
8. Once all the above has been completed, work with Client to determine that the project has been completed and that final payment will be made to Consultant within

30 days of the agreed-to completion date.

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**EXHIBIT B**

Attachment to Agreement for E-Rate Consultation Services  
For Oakland Unified School District

In support of Consultant, Client will agree to the following:

1. Provide Consultant with data on Free and Reduced Lunch Program Eligibility of students within Client organization, in a timely manner, as soon as possible after October SNP Site Claim Report or any other Free-Reduced report (CEP, LPCC) is provided to the State of California, for each contracted year.
2. Provide Consultant with copies of vendor Long Distance and/or Broadband bills and contracts, ISP bills and/or cell phone bills in a timely manner for Form 471 Expense estimation, and for processing of discounts (Form 472-BEAR).
3. Respond to Consultant requests for information relevant to USAC/SLD PIA audits and/or Selective Review Audits, within a 7 day timeframe, when possible.
4. Client will maintain an E-Rate binder every year, per USAC guidelines, for audit purposes, and Consultant will provide originals or digital (email, CD, USB drive) copies of documents as needed for the binder.
5. Client will provide Consultant with a Purchase Order to cover the expenses related to this contract for the Fiscal Year 2015-2016, with an amount not to exceed \$30,000 noted on the P.O.

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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 this Contract.

Date: 2/27/15  
Proper Name of Contractor: Henry Del Valle dba RDV Consulting Services  
Signature: Henry Del Valle  
Print Name: Henry Del Valle  
Title: owner, E-Rate Consultant

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**  
Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the

Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 2/27/15

Name of Consultant or Company: RDU Consulting Services

Signature: Henry Del Valle

Print Name and Title: Henry Del Valle, owner

