

Contract for Facility Services at The Charter School Of Morgan Hill

This Contract for Facility Services (“Agreement”) is made by and between Hines Building Maintenance (“Company”) and The Charter School of Morgan Hill (the “School”) effective on July 1, 2024.

1. **Term of Agreement:** The term of this Agreement will be for one (1)Year beginning on July 1, 2024 and ending no later than June 30, 2025, or such other time as this Agreement is canceled by giving 30 days written notice by either party to the other party. The Agreement will be automatically renewed for the following year unless the School otherwise notifies the Company in writing by June 1, 2025. The Company may terminate the Agreement within twenty-four (24) hours for non-payment of fees at least thirty (30) days past due.
2. **Services:** Company agrees to perform facilities services (“Services”) for the School as set forth in the Maintenance/Day porter and Janitorial Positions through Hines Building Maintenance (“Maintenance/ Day porter And Janitorial ”) description (Attachment A.) The Company will provide all personnel, And supervision necessary to perform the Facilities services, or any other facilities services requested by the School (“Company Personnel”). Company will provide only Company Personnel to provide facilities services to the School.
3. **Fees for Service:** The fee for providing Facilities Services to The Charter School of Morgan Hill is \$18,322.90 per month. Starting July 1, 2024, the cost of additional Services are as follows:
 - General Labor: \$37.50 per hour
 - Semi-skilled Labor: \$47.50 per hour
 - Skilled Labor: \$85.00 per hour
 - Executive Level Consulting: \$150.00 per hour

Company will issue invoices on the 1st of the monthly, for Services. Full payment is due within Sixty (60) days from invoice date. Any additional Services not included in the scheduled services will be listed and billed separately.

4. **Company Personnel:** All company personnel shall be employees of the company, and company shall not use independent contractors or other subcontracted labor to provide the services. Company shall provide the school with a list identifying the company personnel assigned to provide services within seven (7) days of signing this agreement. Company will use reasonable efforts to maintain consistency in having the same company personnel provide services under the agreement. In the event a substitute or replacement is needed, company will notify the school as soon as possible. Company will provide the name of the substitute or replacement. Additional fees may be billed to the client should the client request additional coverage while company employee is sick, on vacation, or out due to medical reasons. If the school finds any assigned company personnel unsatisfactory, company will make reasonable efforts to assign a different individual to provide the services. Upon termination of this contract school agrees to pay all employees accrued vacation.

The Charter School Of Morgan Hill recognizes that the HBM expends substantial time and effort in recruiting, training and placing its employees. If School hires any Facilities staff provided by HBM to work at the School pursuant to this Agreement as an employee of the School within one year after the expiration or termination of this Agreement, the School agrees to pay a recruitment fee to Company equal to 25% of the Facilities staff last base annual salary when working for the School on behalf of HBM.

5. **Background Checks:** Company shall conduct criminal background checks in accordance with California Education Code Section 33192 on all Company Personnel providing Services under the Agreement who perform services on the School's premises.
 - a. Company will complete criminal background checks by requiring Company Personnel to submit fingerprints to the California Department of Justice. Company will not permit any Company Personnel to be present on the School's premises until Company has received confirmation from the California Department of Justice that:
 - i. the Company Personnel has not been convicted of a violent or serious felony as defined in California Education Code Section 45122.1 and does not have a pending criminal proceeding based on such a felony; and
 - ii. the Company Personnel has not been convicted of a crime that would require the individual to register as a sex offender under California Penal Code Section 290 and does not have a pending criminal proceeding based on such a crime.
 - b. Company will provide the School a certification in the form attached to this Agreement (Attachment B) for each Company Personnel before that individual enters the School's premises.
 - c. If during providing the Services, Company learns that a Company Personnel has been convicted of crimes described in Paragraph 1(a) above or has a pending criminal proceeding based on such a crime, Company will immediately prohibit the individual from being present on the School's campus and will promptly notify the School of the conviction or criminal proceeding.
 - d. Within seven (7) days of the execution of this Agreement and annually thereafter for so long as Company is providing Services, Company will confirm in writing to the School that Company has conducted the criminal background checks as required above and that, for all Company Personnel subject to background checks, Company has received confirmation from the California Department of Justice that none of the Company Personnel has been convicted of crimes described in Paragraph 1(a) above or has a pending criminal proceeding based on such a crime.
6. **TB Test:** Company will require that any Company Personnel providing Services to the School's students to provide Company with a certificate showing that within the last sixty days the person has received a negative tuberculosis risk assessment or a negative tuberculosis test.
7. **Policies and Trainings:** Company shall comply, and shall cause Company Personnel to comply, with the following School policies: Harassment, Sexual Harassment, Adult/Student

Interaction, Social Media, Smoking, Drug and Alcohol-Free Workplace, and Electronic Media.

8. **Compliance with Laws:** Company is an independent business licensed to do business in the City and County of Santa Clara and not a representative or agent of the School. Company is not authorized to act on behalf of School and will not represent to any third party that Company nor are any of its personnel authorized to act on behalf of School. Company represents that Company has all business permits, certificates, insurance, and licenses necessary to perform the Services, and Company shall provide the Services in a manner that complies with all federal, state and local laws and regulations.

Company Personnel are not employees or independent contractors of the School, and Company agrees that it has sole responsibility for compliance with all federal, state and local laws applicable to Company Personnel, including but not limited to, workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state, and local income tax laws, and Santa Clara Minimum Wage Ordinance, Paid Sick Leave Ordinance, Health Care Security Ordinance, and Family Friendly Workplace Ordinance. Company agrees that it is responsible for maintaining completed I-9 forms and verifying authorization to work in the United States for each Company Personnel assigned to perform Services under the Agreement. Company also confirms that it is solely responsible to provide workers' compensation coverage for Company Personnel and to ensure legally sufficient workers' compensation coverage for the duration of the Agreement. Company acknowledges that the School will not cover Company or any of Company Personnel under any workers' compensation insurance, unemployment insurance, retirement plan, health care plan, disability or life insurance plan or any other benefit plan that may be available to the School's employees.

The School will not be obligated to withhold State or Federal taxes or make FICA payments on behalf of Company. Company must report as income all compensation received by the School under this Agreement, and Company will pay all federal, state and local taxes applicable to the operation of a business such as Company's business.
9. **Insurance:** Company will secure and maintain during the term of this agreement, at its sole expense, (a) comprehensive general liability insurance covering the Services, with minimum coverage of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, and (b) workers compensation insurance in statutory amounts, covering all Company Personnel, and employers' liability insurance with a limit of not less than \$1,000,000 per occurrence. Company's insurance shall be primary. Company shall provide the School certificate of insurance evidencing the required coverage and naming the School as an additional insured on the required insurance policies.
10. **Indemnification and Waiver.** Company agrees that the School shall not be liable for any damage or liability of any kind resulting from Company's services to the School. To the fullest extent permitted by law, Company hereby agrees to defend, indemnify and save harmless the School from all such liability whatsoever, including without limitation, liability for any real or claimed damages or injury and from all liens, claims, demands, liabilities and/or obligations arising from Company's services provided to School. Company shall not be liable for damage or injury to person or property, ultimately determined by a court of competent jurisdiction or arbitrator occasioned by the gross negligence of the School and

its designated agents and employees. The foregoing obligation of Company to indemnify shall include all costs of legal counsel and investigation, together with the other costs, expenses and liabilities incurred in connection with all claims of damage.

11. **Applicable Law:** This Agreement is governed by the laws of the state of California. Venue shall lie exclusively in the State of California, County of Santa Clara, for any action involving the validity, interpretation and enforcement of this Agreement, or for any claim for breach of this Agreement, for damages, and for any other relief sought under this Agreement.
12. **Attorney's Fees:** In any legal action, proceeding or arbitration between Company and School arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.
13. **Dispute Resolution:** In the event of any dispute or claim arising between the Parties out of or related to this Agreement the parties first agree to endeavor to informally resolve the dispute through direct communication.

the event that a dispute or claim cannot be resolved through informal communications, the parties agree to mediate any dispute or claim arising out of or related to this Agreement, before resorting to a court action, through a mediation provider or service mutually agreed to by the parties. If the Parties cannot agree on a mediation service provider, then the parties will use JAMS. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this Section applies, any party (i) commences a legal action without first attempting to resolve the matter through mediation, or (ii) before commencement of a legal action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action.

The following matters shall be excluded from mediation procedure outline above:
(i) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; or (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, to preserve the statute of limitations, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

14. **Entire Agreement:** This agreement constitutes the sole and entire agreement between the School and the Company with respect to the subject matter of this agreement and all prior understandings, oral or written, with respect to the subject matter of this agreement are hereby superseded. Any modifications to this agreement must be made in writing signed by both the School and the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

The Charter School of Morgan Hill

By:

Paige Cisewski

Paige Cisewski, Executive Director

Date: Jun 26, 2024

Hines Building Maintenance

By: 

Tray Hines (Jun 26, 2024 16:52 PDT)

Date: Jun 26, 2024

Tray Hines, President

Job Description

Title: Maintenance Tech 1

FLSA Classification: Non-Exempt

Reports to: Director of Facilities

Job Summary:

Reporting to the Director of Facilities and overseen by the Lead Maintenance Tech, the Maintenance Tech 1 is an entry level worker class in the series. The Maintenance Tech 1 performs routine grounds and building maintenance, gardening, clean-up, and unskilled manual work. Will be expected to develop to the level of Maintenance Tech II once they have demonstrated satisfactory performance and have reached the required level of proficiency.

Essential Duties and Responsibilities:

- Perform routine maintenance of facilities.
- Some duties may include repairing flooring, drywall, appliances, troubleshoot and repair plumbing, electrical, safety and security systems (lighting, locks, smoke/CO2 alarms, etc.), and HVAC systems; painting (interior and exterior); and cleaning.
- Conduct all job duties in accordance with company safety protocols.
- Work collaboratively with building administrators and staff to ensure a clean and safe environment for all students and staff.

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Qualifications (knowledge, skills, abilities):

- Minimum of 1 year of experience in facilities maintenance.
- Proficient in speaking, reading, and writing in English.
- Valid Driver License

Preferred education and experience

- High School Diploma or equivalent
- Bi-lingual in English and Spanish

Physical Requirements:

Ability to lift, pull, push 50 pounds.
Stand and/or walk for long periods of time.

Other Requirements:

Must be able to pass federal background check.

Employee signature below indicates the employee's understanding of the requirements, essential functions, and duties of the position.

Employee Signature

Date

Job Description

Title: Janitor

FLSA Classification: Non-Exempt

Reports to: Director of Facilities

Salary Grade/Level/Family/Range
[TBD]

Job Summary:

Under the direction of the Director of Facilities and under overseen by the Lead Janitor, the Janitor is responsible for cleaning and supplying designated building areas. Performing and documenting routine inspection and maintenance activities. Carrying out heavy cleansing tasks and special projects.

Essential Duties and Responsibilities:

- Sweeps, Mops, and disinfect all properties.
- Clean restrooms including urinals and toilets.
- Clean and disinfect all common areas.
- Areas may include, but are not limited to common areas including kitchens, restrooms, classrooms, staff lounge, etc.
- Restock all dispensers with soap, lotion, paper towels, toilet paper, sanitizer.
- Follows disinfecting protocols to ensure clean and safe environment.

Qualifications (knowledge, skills, abilities):

- Experience with janitorial services preferred but not required.
- Ability to work independently.
- Ability to use personal protective equipment such as safety glasses, masks, and gloves.

Preferred education and experience

- Bi-lingual in English and Spanish

Physical Requirements:

Ability to lift, pull, push 40 pounds.

Ability to stand and walk for 8-hour shifts.

Other Requirements:

Must be able to pass federal background check.

Employee signature below indicates the employee's understanding of the requirements, essential functions, and duties of the position.

Employee Signature

Date

ATTACHMENT B


Certification of Background Check

Company: Hines Services, Inc.

Name of Company Personnel: TBD

I hereby certify to the following:

1. Company has conducted a criminal background check on the above-named Company Personnel by submitting such individual's fingerprints to the California Department of Justice using the Livescan system.
2. Company received a report from the Department of Justice showing that:
 - a. the above-named Company Personnel has not been convicted of a violent or serious felony as defined in California Education Code Section 45122.1 and does not have a pending criminal proceeding based on such a crime; and
 - b. The above-named Company Personnel has not been convicted of a crime that would require such individual to register as a sex offender under California Penal Code Section 290 and does not have a pending criminal proceeding based on such a crime.
3. The above-named Company Personnel provided Company proof of a negative TB risk assessment or TB test within sixty days before commencing work at the School.

Signature:  Tray Hinea (Jun 26, 2024 16:52 PDT)

Name (printed): Tray Hinea

Date: Jun 26, 2024

