

LICENSE AGREEMENT

This Agreement is made and entered into as of the 22nd day of May, 2017, by and between the **Santa Rosa City Schools**, hereinafter referred to as "District," and the **Sonoma County Office of Education**, hereinafter referred to as "Licensee".

WITNESSETH

WHEREAS, Licensee desires to conduct classes and events for students with special needs and desires to use classrooms, equipment, furniture and related facilities of the District for that purpose in accordance with Sonoma County Special Education Local Plan Area ("SELPA") Policy 19, Special Education Housing, ("Policy") a copy of which is attached hereto as Exhibit A and incorporated herewith by reference;

WHEREAS, school districts within the Sonoma County SELPA are required to provide classroom space for use by special education students in Sonoma County; and

WHEREAS, the District is willing to provide the facilities for conducting such classes under the terms and conditions of this Agreement and the Policy.

NOW, THEREFORE, IT IS AGREED as follows:

1. *PREMISES:* The District hereby grants to Licensee a revocable license to use the following facility in accordance with this Agreement and the Policy:

One classroom at Elsie Allen High School – Room 25

One classroom at Santa Rosa Middle School – Room 69

One classroom at Biella Elementary School – Room 6

One classroom at Cook Middle School- Room 48

One classroom at Maria Carrillo High School- Room L1

One classroom at Santa Rosa French/American Charter School- Room 16

The specific classrooms shall be specifically defined and/or named as set forth in Exhibit B, attached hereto and incorporated herewith by reference.

2. As a condition of membership to the Sonoma County SELPA, the District shall provide:
 - a. Use of designated classrooms, and in accordance with each school site's scheduling procedures, scheduled multipurpose room and auxiliary space, such as playgrounds, between the hours of 7:30 a.m. and 5:00 p.m. on the following days: Monday through Friday. This Agreement for use of classroom space shall be for the specific classrooms discussed above and shall be for a minimum of three years. The term of use of the classrooms shall be for July 1, 2017 through June 30, 2020 and will include use for Extended School Year programs, if necessary. In accordance with the Policy, the District will notify Licensee of their intention to reclaim the Premises by not renewing this Agreement by February 28, 2020.

- b. Security services at the level normally provided at the named school sites, above, during the regular school year.
 - c. All utilities at the level normally provided by the District.
 - d. The use of common areas, including playground facilities, hallways, sidewalks, restrooms, parking spaces and equal access to meeting and individual work areas as scheduled.
 - e. Custodial services shall be provided at the level of service identified in the Policy attached as Exhibit A.
 - f. Connection to intercom, fire alarm and telephone service.
3. ***LICENSE/REVOCATION:*** As a licensee and not a lessee, Licensee understands and agrees that the District has not surrendered exclusive possession of the Premises to Licensee, and Licensee understands and agrees that Licensee has not been granted an exclusive real property interest in the Premises. Licensee understands and agrees that Licensee is solely granted permission to use the Premises, exclusively, for the specific purposes set forth herein and in the Policy attached hereto as Exhibit A. Termination of this Agreement prior to the expiration date shall be by mutual consent of the District and Licensee. The District has the right to unilaterally terminate or revoke this license, in accordance with the provisions set forth in the Policy. If the District unilaterally terminates this Agreement and reclaims a designated classroom resulting in the need for the Licensee to obtain classroom space elsewhere, the District shall pay all relocation costs (e.g., moving costs, extra duty pay, etc.) except in the case of "SELPA Approved Take-backs" per the SELPA approved Policy.
4. ***INDEMNITY:*** Licensee and District shall hold harmless, defend and indemnify the each other from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to property arising out of Licensee's activities under this Agreement, except to the extent the liability, claim, action, cost, damage or loss is caused by the negligence or willful misconduct of the indemnifying party. This obligation shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement.
5. ***ASSIGNMENT:*** Licensee shall not assign, mortgage, sublet or otherwise transfer any of its rights under this Agreement to any other person without first obtaining the written consent of the District's Superintendent.
6. ***COMPLIANCE:*** Licensee agrees that it will at all times during its use and occupancy of the premises comply with all applicable ordinances, laws and regulations affecting the use and occupation thereof by Licensee.
7. ***PERMITTED USE:*** Licensee shall use the premises solely for the provision of special education and related services to students in accordance with the Policy.

8. *IMPLEMENTATION OF LICENSEE PROGRAM:* The District agrees to provide full access to the licensed space pursuant to the terms of this Agreement so that Licensee may fully implement, in a timely manner, any aspect of an IEP that requires participation by the host site. This language is intended to cover the issues of facility modification and mainstreaming into the general education environment in accordance with students' IEPs. However, the District's provision of use of classroom space in accordance with this Agreement shall not create District liability for the provision of a free appropriate public education for non-District students whom the District would not be responsible for providing special education services.
9. As students of the Licensee, Licensee shall be solely responsible for monitoring the attendance, oversight, and supervision, including but not limited to discipline, of the students in Licensee's Program. While the students shall be required to comply with the District's discipline procedures, Licensee shall be solely responsible for implementing any such discipline.
10. *ALTERATIONS:* Licensee agrees that during the term of this Agreement, any alterations to the premises shall not be undertaken without prior written consent of the District and shall comply with the policy and procedures identified in the Policy attached as Exhibit A.
11. *MAINTENANCE/RELOCATION:* Except as stated herein, the District agrees that during the term of this Agreement, the District will not schedule maintenance or make any alterations, additions or improvements in and upon the premises that would interfere with the class conducted by the Licensee. In the event the District is required by law to undertake renovations or in the event of fire, natural disaster, vandalism or other emergency situations causing the classrooms to be unsuitable for housing students, the District shall provide adequate temporary housing for the classes until repairs can be completed, in accordance with the Policy attached as Exhibit A.
12. *REPAIRS TO PREMISES:* In accordance with the Policy, Licensee shall be responsible for and shall pay for any repairs or replacements, which are required to repair any damage caused by the use of the premises by Licensee or its officers, agents, employees and participants. The District shall not be responsible to Licensee for any damage or injury to persons or property that may occur as a result of the failure of Licensee to make repairs. Classroom repair due to normal wear for such items as plumbing, windows, locks, roofs, cooling and hearing systems, etc. shall be the responsibility of District.
13. *RIGHT OF ENTRY:* The District, its officers, agents and employees shall have the right to enter the premises at all reasonable times to inspect the physical condition of the premises and to protect any and all rights of the District.
14. *CONDITION OF PREMISES:* Upon expiration of the term of this Agreement and any extension thereof, or upon the sooner termination thereof, Licensee shall leave the premises in as good order and condition as the premises were at the beginning of the term of this Agreement; ordinary wear and tear, damage by the elements, fire, earthquake, flood or public calamity excepted.

15. *AMENDMENT:* This Agreement may be modified only by written instrument bearing the signature of the authorized representatives of both parties.
16. *TERMINATION:* Upon mutual written agreement, the parties may terminate this Agreement earlier than the term stated.
17. *NOTICE:* All notices required to be given under this Agreement shall be written and shall be served either by personal delivery or first class mail.
18. *RESOLUTION OF DISPUTES:* Should a dispute between the parties arise under this License Agreement that relates to the Policy, the parties agree to meet in good faith to resolve the dispute. In the event the parties are unable to resolve the dispute, the matter shall be resolved in accordance with Section 12-13.B.4.a., Dispute Resolution, of the Sonoma County SELPA Local Plan.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as indicated below:

COUNTY OFFICE OF EDUCATION:

SANTA ROSA CITY SCHOOLS:

BY: _____

BY: _____

Mary Downey
Deputy Superintendent

Stephen Mizera
Assistant Superintendent Student and Family
Services

DATE: _____

DATE: _____

EXHIBIT A

SONOMA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
POLICY 19, SPECIAL EDUCATION HOUSING

Attach copy of policy

EXHIBIT B
DESIGNATION OF SPECIFIC CLASSROOMS

Following are the specific classrooms that will be used by Licensee:

Elsie Allen High School:	Room 25
Santa Rosa Middle School:	Room 69
Biella Elementary School:	Room 6
Cook Middle School:	Room 48
Maria Carrillo:	Room L1
French American Charter:	Room 16



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Community Action Partnership of Sonoma County, hereinafter referred to as "CONTRACTOR".

SITE/DEPARTMENT USE ONLY

☒ Independent Contractor/Business/Organization* ☐ Professional Services** ☐ Partnership***

*Any person, business, or organization that will be providing non-professional services to the District

**Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e. services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

***Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 0500 - 0 - 1140 - 1000 - 5800 - 119 - E118 - \$25,000
01 - 0500 - 0 - 1140 - 1000 - 5100 - 119 - E118 - \$125,000

Funding Category: ☐ Restricted ☐ Unrestricted ☐ Supplemental ☒ Concentration
☐ Base ☐ Bond Money ☐ Other

Approved at Site by: _____ Date: _____
Signature

Departmental Approval: _____ Date: _____
Signature

Contract Created by: Cindy Deuel, C&I Contact #: _____

Contract Number: _____ Requisition Number: _____

Board Approval Date: _____

Funding Source and Funding Category verified by Business Services: ☐ YES ☐ NO

Verified by: _____ Date: _____

FORM LAST REVISED ON 1-28-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. District will provide CAP Sonoma with the a classroom for Pasitossm and Primeros Pasitos Programs one morning a week at Lincoln, Monroe, Brook Hill, Burbank, Cesar Chavez, and Biella Schools and 3-4 days a week at Via Esperanza at Cook Middle School. This will include small tables and chairs for Pasitossm.
2. The District will provide janitorial service for the classrooms weekly, including removal of trash.
3. The District will work with CAP Sonoma to identify neighborhoods for the door-to door outreach for recruiting AVANCE parents and facilitate the distribution of recruitment flyers for AVANCE and Pasitossm families at the previously named sites.
4. The District commits to providing administrative and or teacher staff to work towards more complete and comparable evaluation of the AVANCE and Pasitossm Programs. To this end the District will, when developed:
 - a) Participate in an information sharing agreement as developed with First 5 Sonoma County and CAP Sonoma to facilitate tracing the impact of the programs.
 - b) Monitor student progress during the K-12 school year and compare the progress of participants and non-participants.

(b) CONTRACTOR's Responsibilities and Duties:

CAP will conduct the AVANCE Parent-Child Education Program during the school year 2017-18 at Via Esperanza with fidelity to the AVANCE evidence-based model. AVANCE National organization will conduct site visit(s) to monitor implementation. CAP will conduct door-to-door outreach in the in Santa Rosa City Schools attendance areas. 18-25 families will be enrolled with up to 35 children 0-3 years for the 9 month program. CAP will enroll and conduct the weekly, 1½ hour Pasitossm Program during the fall and spring semesters at the above schools in accordance with the Pasitossm Tier 2 model on the Upstream Portfolio. There will be one to two groups per site depending on the need with 10-15 families per class. CAP will also conduct 2-4 Primeros Pasitos (children 1½ to 2½ years) classes with 10-12 families per class at district sites, depending on enrollment and space. Other school sites may be identified, space permitting. CAP will provide ongoing coordination for 10-20 AVANCE parents as they build a career path, funding permitting. CAP will administer Ages and Stages Questionnaire to identify delays and refer for services or further assessment.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT from September 1, 2017 through June 30, 2018, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Hundred and Fifty Thousand Dollars (\$150,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Fifteen thousand dollars (\$15,000) will be due and payable on October 1 st , 2017
Fifteen thousand dollars (\$15,000) will be due and payable on November 1 st , 2017
Fifteen thousand dollars (\$15,000) will be due and payable on December 1 st , 2017
Fifteen thousand dollars (\$15,000) will be due and payable on January 1 st , 2018
Fifteen thousand dollars (\$15,000) will be due and payable on February 1 st , 2018
Fifteen thousand dollars (\$15,000) will be due and payable on March 1 st , 2018
Fifteen thousand dollars (\$15,000) will be due and payable on April 1 st , 2018
Fifteen thousand dollars (\$15,000) will be due and payable on May 1 st , 2018
Fifteen thousand dollars (\$15,000) will be due and payable on June 1 st , 2018
Fifteen thousand dollars (\$15,000) will be due and payable on July 1 st , 2018

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

For AVANCE, desired outcomes relate to parents, generally promoting ongoing engagement in education, increased knowledge of optimal child development, understanding and implementing strategies that foster language development (including daily reading) and knowledge of existing community resources and how to access them. The evaluation protocol for AVANCE is part of the AVANCE model. Goals include percent that complete the 9-month program and graduate, increased reading to child per week, increased knowledge of child development and parenting, and articulation of parental goals for continued education. A pre-questionnaire is administered during the first week of attendance, and the post-test is given at program's end. These documents are forwarded to AVANCE National who compiles the demographic and test information into a comprehensive report available in late summer.

Pasitossm has an evaluation plan designed by First 5's external evaluators. It is a Retrospective Parent Survey that measures what parents have learned since participating in Pasitos and is administered at the end of the 28- week program. 2014-15 data shows that before participating in Pasitossm, 27% reported reading 5 or more times per week, and after participation, 78% reported reading 5-7 times per week. Other areas surveyed include knowledge of language development, child development, positive parenting strategies, resources, and role as first teacher. Data from the current year for both Pasitos and Primeros Pasitos will be available mid-July.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

- ☐ Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- ☒ Increases student and family wellness and engagement through the full-service community school model.
- ☐ Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

☐ Provides safe and inviting facilities with current technology.

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR 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 CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR 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 CONTRACT. CONTRACTOR'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.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(f) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR 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 CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Community Action Partnership of Sonoma County

141 Stony Circle, Suite 210

Santa Rosa, CA 95401

707-544-6911

scooper@capsonoma.org

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive

contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT 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.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 201____.

DISTRICT

CONTRACTOR

By: _____

Signature

By: _____

Signature

Typed Name

Susan Cooper , D.D.S.

Typed Name

Assistant Superintendent Business Services

Title

Interim Executive Director

Title

707-528-5831

Telephone Number

707-544-6911

Telephone Number



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Jamie Almanzán, The Equity Collaborative LLC, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

☒ Independent Contractor/Business/Organization* ☐ Professional Services** ☐ Partnership***

* Any person, business, or organization that will be providing non-professional services to the District

** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 0500 - 0 - 1140 - 1000 - 5800 - 249 - H106

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____

Contract is: ☒ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: All Site and District Administrators

Approved at Site by*: _____ **Date:** _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____ **Date:** _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Cindy Deuel, Curriculum & Instruction **Phone #:** 528-5650

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 3, 2017 **Proposed Contract End Date:** August 3, 2017

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable (if working with the students)

Funding Source /Funding Category verified: ☐ YES ☐ NO **Board Approval Date:** _____

Verified by: _____ **Date:** _____

Andre R. Bell, Assistant Superintendent, Business Services

LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide location, technology for video, microphones

(b) CONTRACTOR's Responsibilities and Duties:

Jamie Almanzán of The Equity Collaborative, LLC agrees to provide CLIENT with **ONE Full-Day Addressing Equity Workshop Session Facilitation** for Santa Rosa City Schools district staff. The workshop session will be delivered on **Thursday, August 3, 2017**. The Addressing Equity Workshop Session will support Santa Rosa City Schools educators to deepen their understanding of how race and culture influence teaching and learning.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 3, 2017, and will continue through August 3, 2017, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Five Thousand Dollars (\$5,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

CLIENT will pay The Equity Collaborative, LLC for the services outlined in this contract within 30 days of receipt of invoice. If payment is not received by The Equity Collaborative, LLC within 30 days of sending invoice, the account will be deemed delinquent and all outstanding amounts will become immediately due and payable. Services delivered in excess of the amount outlined above will be billed after service is delivered, with payment due upon receipt of invoices. **All services will be billed in ONE installment** to be paid as services have been delivered with any fees and expenses beyond the scope of this agreement, if applicable.

In addition, materials, planning, preparation, research support, and travel costs are included on behalf of the CLIENT in exchange for **total payment of \$5000**. Each day of service is defined as 8 hours of time spent working with and/or on behalf of the CLIENT. Payments made by CLIENT pursuant to this Agreement are inclusive of local travel expenses, defined as travel within 50 miles of Oakland, California.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

The content and structure of these interactive keynote and breakout workshops are designed to support educators to:

- Engage in equity conversations that feel productive and safe;
- Examine insights into biases in institutional policies and practices;
- Build cultural awareness through self-reflection of our collective experiences and identities (race, ethnicity, socio-economic, gender, sexual orientation, language);
- Examine insights into neuroscience research in order to better catalyze change on institutional policies and practices;
- Understand the concept of listening as a leadership and teaching strategy
- Explore the aspects of Culturally Responsive Teaching to support students' investment in their own learning;
- Learn strategies for building personal connections with students to support deeper learning;
- Increase cultural synchronization to develop stronger relationships with students;
- Explore the connection between listening, strong learning partnerships, and effective use of formative assessments to close learning gaps.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

- ☐ Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- ☒ Increases student and family wellness and engagement through the full-service community school model.
- ☐ Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- ☐ Provides safe and inviting facilities with current technology.

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR 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 CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR 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

CONTRACT. CONTRACTOR'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.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies

had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR 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 CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with

the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Jamie Almanzán, Equity Leadership Coach

Street: 270 Camino Sobrante

City/State/Zip: Orinda, CA 94563

Phone: 510.967.4705

Email: jalmazan@theequitycollaborative.com

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT 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.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 201__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Andre R. Bell

Assistant Superintendent, Business Services

dmartin@srcs.k12.ca.us

707-528-5831

Signature:



Print Name: Jamie Almanzán

Title: Equity Leadership Coach

Email: jalmanzan@theequitycollaborative.com

Phone: 510.967.4705