

**MEMORANDUM OF UNDERSTANDING**

**Between**

**County of Sonoma**

**and**

**Santa Rosa City Schools**

This Memorandum of Understanding (hereinafter "MOU"), dated as of \_\_\_\_\_, 2017 (hereinafter "Effective Date") is by and between the County of Sonoma (hereinafter "County") and Santa Rosa City Schools (hereinafter "District").

The purpose of this MOU is to establish the roles and responsibilities of the parties in the provision of High School Safe Routes to School (SRTS) Pilot Program services aimed at supporting students at Maria Carrillo High School, Montgomery High School, Piner High School, and Santa Rosa High School to walk, bike, carpool, or take public transit to and from school more frequently.

1. Definitions

1.1. **HS Program** – High School Safe Routes to School Pilot Program.

1.2. **SRTS** – Safe Routes to School.

1.3. **High School Contractor** – Provides training, mentoring, and technical assistance to Student SRTS Leaders and/or Champion Teachers.

1.4. **Engineering Contractor** – Leads efforts to assess traffic safety issues during pick-up/drop-off times, conduct a walking audit, and create school *Recommended Routes Maps*.

1.5. **Champion Teachers** – Depending on the preference of the school or District: (1) Teachers are trained by the High School Contractor to provide Youth Leadership Development training, mentoring, and technical assistance to Student SRTS Leaders to develop, implement, and evaluate School SRTS Plans. (2) Teachers act as advisors to Student SRTS Leaders while the High School Contractor provides Youth Leadership Development training, mentoring, and technical assistance to Student SRTS Leaders to develop, implement, and evaluate School SRTS Plans.

1.6. **Youth Leadership Development** – A training series for high school students that provides youth with opportunities to acquire knowledge, skills, and personal confidence essential to engaging in leadership roles. The approach engages youth in the planning, implementation, and evaluation of SRTS activities. Youth will be trained and develop skills in areas such as: leadership, working on a team, goal setting, outreach, meeting facilitation, and presenting information to peers and school administration.

1.7. **Student SRTS Leaders** – Students from schools participating in the HS Program who receive Youth Leadership Development training, mentoring around the development of a School SRTS Plan, and support around implementation and evaluation of selected SRTS activities outlined in the School SRTS Plan.

1.8. **School SRTS Plan** – A plan developed by students each school year (2017-18 and 2018-19) that includes at least one education, encouragement, and traffic safety activity aimed at increasing the number of students walking, bicycling, carpooling, and/or using public

transportation to travel to/from school. The School SRTS Plan for the 2018-19 school year also includes at least one school advocacy effort related to a school policy, program, and/or infrastructure improvement related to safe routes to school.

1.9. **Recommended Routes Maps** – Maps developed by the Engineering Contractor that outline recommended routes within a mile of each school and that are aimed at increasing the number of students walking or bicycling to/from school safely.

1.10. **Walking Audit** – A process that involves the systematic gathering of data about environmental conditions around a school that affect students walking and bicycling to/from school. This data is shared with jurisdictional public works departments to enact minor (e.g., crosswalk striping) and major (e.g., crosswalk ADA ramp construction) infrastructure changes.

1.11. **Geographic Masking** – A technique used to protect the confidentiality of individual-level data for maps (student addresses) by applying random perturbation in a systematic manner to reduce the risk of reidentification.

1.12. **Density Analysis** – A technique used to protect the confidentiality of individual-level data for maps (student addresses) by taking known numbers of students living in a particular area and combining the data to graphically show geographic areas with higher or lower densities of students.

## 2. County Roles and Responsibilities

2.1. During the term of this MOU, County will support implementation of the HS Program at each of the schools listed in Section 3.2 in the following ways:

2.1.1. Provide a High School Contractor to train, mentor, and provide technical assistance to Student SRTS Leaders and/or Champion Teachers.

2.1.2. Ensure High School Contractor staff who will be working on SRCS campuses meet District fingerprinting requirements.

2.1.3. Provide an Engineering Contractor to lead efforts to assess traffic safety issues, conduct a walking audit, and create school Recommended Routes Maps.

2.1.4. Coordinate HS Program evaluation activities such as student surveys, pick-up/drop-off observations, SRTS school wellness policy assessment, and a walking audit.

2.1.5. Develop school SRTS reports in January 2018 and January 2019, and disseminate reports to Student SRTS Leaders, Champion Teachers, and school administration through the High School Contractor.

2.1.6. Convene school representatives at least three times during the HS Program term to discuss adoption of HS Program by schools as a “senior project” and other school SRTS priorities.

2.1.7. Use student addresses to develop maps that are used to identify walking and bicycling routes to/from school based on the geographic areas where most students live. To protect student confidentiality, maps will be created utilizing geographic masking, density analysis techniques, or other similar techniques to reduce the risk of identification; and student addresses will be deleted once maps are created.

2.2. The primary contact at County will be Brittany Lobo (brittany.lobo@sonoma-county.org, 707-565-5383).

3. District Roles and Responsibilities

3.1. During the term of this MOU, District will support implementation of the HS Program at each school listed in Section 3.2 in the following ways:

3.1.1. Partner with County staff on the following by August 2017 and August 2018 for each participating school:

- Identify a Champion Teacher. The Champion Teacher will act as an advisor to the Student SRTS Leaders; or the Champion Teachers will train, mentor, and provide technical assistance to Student SRTS Leaders.
- Identify the days and times when County staff and the High School Contractor can conduct pick-up/drop-off observations and collect student surveys in August–September 2017 and 2018 and April–May 2018 and 2019.
- Provide County staff with student addresses (without names) and school bus stop locations. Data will be used for program planning and evaluation.

3.1.2. Provide High School Contractor with access to school grounds to provide training, mentoring, and technical assistance to Student SRTS Leaders and/or Champion Teachers.

3.1.3. Provide County, High School Contractor, and Engineer Contractor staff with access to school grounds to conduct evaluation activities such as parent surveys, student surveys, pick-up/drop-off observations, and a walking audit.

3.1.4. Provide Student SRTS Leaders with a space to meet regularly, and if needed, access to school communication venues to promote SRTS activities.

3.1.5. Identify at least one school staff member and/or administrator to participate in a walking audit in the spring of 2018.

3.1.6. Provide support to Student SRTS Leaders as they engage administration on school policy, program, and/or infrastructure improvements related to SRTS in the spring of 2019.

3.1.7. Identify at least one school staff member and/or administrator to meet with County staff at least three times during the project term to discuss adoption of HS Program by the school district as a “senior project” and other SRTS school priorities.

3.2. The primary contacts at District and each school will be as follows:

3.2.1. District Office: Stephen Mizera, Assistant Superintendent of Student and Family Services, smizera@srcs.k12.ca.us, (707)528-5272

3.2.2. Maria Carrillo High School: Katie Barr-McCurdy, Vice Principal, kbarrmccurdy@srcs.k12.ca.us, (707)528-5785

3.2.3. Montgomery High School: Randolph Burbank, Principal, rburbank@srcs.k12.ca.us, (707)528-5512

3.2.4. Piner High School: Tim Zalunardo, Principal, tzalunardo@srcs.k12.ca.us, (707)528-5356

3.2.5. Santa Rosa High School: Brad Coscarelli, Principal, bcoscarelli@srcs.k12.ca.us, (707)528-5292

4. Payment

The parties understand and agree that neither party shall receive payment from the other party for the services set forth in this MOU. Further, the parties understand and agree that neither party shall be entitled to payment or reimbursement for any expenses incurred in the completion of the services required under this MOU.

5. Term of MOU

5.1. The term of this MOU shall be from July 1, 2017 through June 30, 2019.

5.2. Either party may terminate this MOU for convenience and without cause upon 30 days' advance written notice.

6. Confidentiality

Both parties agree to maintain the confidentiality of all confidential student information, including but not limited to student addresses and client information in accordance with all applicable State and Federal laws and regulations.

7. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client or patient involved.

8. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the MOU.

9. Insurance

With respect to performance of work under this MOU, District shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit A (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit A").

10. Extra or Changed Work

Extra or changed work or other changes to the MOU may be authorized only by written amendment to this MOU, signed by both parties. Minor changes, which do not increase the

amount paid under the MOU, and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Sections 1-11, County personnel are without authorization to order extra or changed work or waive MOU requirements. Failure of District to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the MOU price or MOU time due to such unauthorized work, and thereafter District shall be entitled to no compensation whatsoever for the performance of such work. District further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of County.

11. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

**Santa Rosa City Schools:**

\_\_\_\_\_  
Stephen Mizera, Assistant Superintendent  
Student and Family Services  
Santa Rosa City Schools

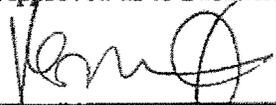
\_\_\_\_\_  
Dated

**Department of Health Services:**

\_\_\_\_\_  
Barbie Robinson, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

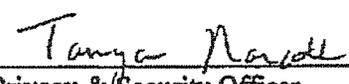
6.7.17  
\_\_\_\_\_  
Dated

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

5/23/17  
\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Privacy & Security Officer

6-1-17  
\_\_\_\_\_  
Dated

**Exhibit A. Insurance Requirements**  
(Template 3 – Rev 2016 Mar 16)

With respect to performance of work under this MOU, District shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this MOU.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this MOU or failure to identify any insurance deficiency shall not relieve District from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this MOU.

1. Workers Compensation and Employers Liability Insurance

- a. Required if District has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.
- e. If District currently has no employees as defined by the Labor Code of the State of California, District agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this MOU or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If District maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by District.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. District is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether District has a claim against the insurance or is named as a party in any action involving County.

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- d. **"County of Sonoma, their Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the District in the performance of this MOU.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and District and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. ***Required Evidence of Insurance***
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
  - b. Insurance shall cover all owned autos. If District currently owns no autos, District agrees to obtain such insurance should any autos be acquired during the term of this MOU or any extensions of the term.
  - c. Insurance shall cover hired and non-owned autos.
  - d. ***Required Evidence of Insurance:*** Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this MOU. District agrees to maintain current Evidence of Insurance on file with County for the entire term of this MOU and any additional periods if specified in Sections 1, 2 or 3 above.
  - b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:
    - County of Sonoma, their Officers, Agents, and Employees**
    - Attn: DHS – Contract & Board Item Development Unit**
    - 3313 Chanate Road**
    - Santa Rosa CA 95404**
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- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. District shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

District's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If District fails to maintain insurance which is required pursuant to this MOU, it shall be deemed a material breach of this MOU. County, at its sole option, may terminate this MOU and obtain damages from District resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to District, County may deduct from sums due to District any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



**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 Butte County Office of Education/Migrant Ed. Advisor Program (MEAP) 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: NO CHARGE

Funding Category:    Base    Supplemental    Concentration  
 Restricted: \_\_\_\_\_    Other: NO CHARGE

For Billing (if applicable):    Bill to: \_\_\_\_\_   Billing frequency: \_\_\_\_\_

Contract is:    New    Renewal    Addendum    Amendment

Number of Individuals Served: 200

Approved at Site by\*: \_\_\_\_\_ Date: \_\_\_\_\_

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature] Date: 8/19/17  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Donna Friedrich/SFP Phone #: 707-528-5788  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15, 2017   Proposed Contract End Date: June 1, 2018

Requisition #: n/a

BUSINESS SERVICES USE ONLY

Verified Receipt of:    Insurance(s)    W-9 Form    HR Clearance, if applicable  
Funding Source /Funding Category verified:    YES    NO   Board Approval Date: \_\_\_\_\_  
Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Services Authorizer   LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. EAHS, MHS, SRHS, PHS, HCMS, and LCMS and will provide appropriate space for the MEAP mentor/advisor(s) including timely access to progress reports/transcripts and a telephone to make contact with migrant parents.
2. MEAP Advisors will be given access and training to student online database and records program used in district to facilitate mandated review and use of migrant student data in order to target services.
3. Site principals shall be consulted regarding placement of MEAP personnel. Advisors will then be paired with a site counselor who will meet regularly with the advisor and MEAP Program Coordinator to discuss program effectiveness.
4. Advisors will be included in district and site professional development activities, including regularly scheduled counseling meetings, Student Study Teams, Individual Education Plan Meetings and the like.
5. MEAP Advisor will be included in calendared school year planning and scheduling week activities before the start of the school year. Advisor will assist school personnel as needed with any bilingual services on first days of school, such as student registration.

(b) CONTRACTOR's Responsibilities and Duties:

1. The MEAP program will provide services for migrant students by bilingual college students participating in the MEAP Program who are considering pursuing the Masters in Counseling Program at Sonoma State University, as well as current PPS (Pupil Personnel Services) Credential Candidates pursuing the Masters in Counseling.
2. BCOE/ME through Sonoma State University will provide Advisor services to migrant students and English Language Learners at EAHS, MHS, SRHS, PHS, HCMS, and LCMS; not to exceed 15 hours each week for 35 weeks. BCOE/ME agrees to pay for 100% of the cost for MEAP services at EAHS, MHS, SRHS, PHS, HCMS, and LCMS.
3. The Advisor(s) will be available to provide parent education and outreach, including home visits at EAHS, MHS, SRHS, PHS, HCMS, and LCMS.
4. The MEAP Advisor(s) shall meet with migrant students during optimal times identified by principal or designee. Students will not be removed from the core instructional program during the school day. MEAP Advisor(s) will be available to meet with migrant students during non-instructional times.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017 and will continue through June 1, 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 NO CHARGE Dollars NO CHARGE. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

NO CHARGE

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?):

The MEAP Program will utilize a Pre- and Post-survey for migrant students served at each school site to measure initial need and consequent growth in areas of supplemental services provided in the areas of academic intervention and social-emotional mentoring. Outcomes expected will reflect students' growth in knowledge of high school graduation requirements, college entrance requirements, and career opportunities after high school/college.

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:

<b>DISTRICT:</b>	<b>CONTRACTOR:</b>
<u>Santa Rosa City Schools</u>	<u>Butte County Office of Education/MEAP</u>
<u>211 Ridgway Ave</u>	<u>1870 Bird St.</u>
<u>Santa Rosa, CA 95401</u>	<u>Oroville, CA 95965</u>
<u>707-528-5381</u>	<u>530-532-5749</u>
<u>dmartin@srcs.k12.ca.us</u>	<u>kguzzetti@bcoe.org</u>

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 15 DAY OF August, 2017

**DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature  
André R. Bell  
Typed Name  
Assistant Superintendent Business Services  
Title  
707-528-5831  
Telephone Number  
dmartin@sres.k12.ca.us  
Email Address

By: *Kim Guzzetti*  
Signature  
Kim Guzzetti  
Typed Name  
Director, Migrant Education  
Title  
530-532-5749  
Telephone Number  
kguzzetti@bcoe.org  
Email Address



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 Maxine Freitas, 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: 01-1100-0-1500-4200-1113-249-9995

Funding Category: Base Supplemental Concentration
Restricted: Other:

For Billing (if applicable): Bill to: N/A Billing frequency: N/A

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Approx. 150 employees

Approved at Site by\*: Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date: 08/02/2017

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Renee Jackson, Human Resources Phone #: (707) 528-5352
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2017 Proposed Contract End Date: July 31, 2018

Requisition #: N/A This is a Stipend. See Attachment "A"

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO Board Approval Date:

Verified by: Date:

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

**District will pay consultant in three (3) stipend amounts of \$1,774.00 totaling \$5,322.00. \*\*See Attachment "A"**

**District will also requisition payments made directly to the American Red Cross for course records per offering and purchase supplies needed for class. The funding source is State Lottery funds designated for athletic stipends. Classes will be held at District facilities and provide access to room, heating and/or air conditioning during scheduled date/time.**

(b) CONTRACTOR's Responsibilities and Duties:

**Consultant will Provide First Aid, Adult & Child CPR/AED training for certification of athletic coaches. Schedule classes, complete course record summaries for each offering, and provide students with valid American Red Cross certificate once course is successfully completed. Provide, maintain and submit three (3) Consultant Time Logs to the Assistant Superintendent, Human Resources. Consultant will communicate with the Assistant Superintendent of HR when supplies are needed.**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **August 1, 2017**, and will continue through **July 31, 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, three-hundred and twenty-two Dollars (\$ 5,322.00 )**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

**District will pay consultant in three (3) stipend amounts of \$1,774.00 totaling \$5,322.00:**

<b>Date</b>	<b>Total Maximum Hours</b>	<b>Payment</b>
<u>November 9, 2017</u>	50	\$1,774.00
<u>February 9, 2018</u>	50	\$1,774.00
<u>May 10, 2018</u>	50	\$1,774.00
<u>Total Minimum Hours</u>	150	\$5,322.00

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?):

**Consultant will provide certified American Red Cross CPR and First Aid instruction to the District's athletic coaches, teaching valuable lifesaving skills responding to our students and staff in case of emergency situations.**

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. **District will pay for required supplies from American Red Cross per consultant's recommendation.**

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. **Consultant is a district employee and payment of the stipends will be taxed through payroll services.**

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.

**N/A Consultant is a district employee**

(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. **N/A Consultant is a district employee**

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@sres.k12.ca.us](mailto:dmartin@sres.k12.ca.us)

**CONTRACTOR:**  
Name: **Maxine Freitas, Consultant**  
Street: 211 Ridgway Ave  
City/State/Zip: Santa Rosa, CA 95401  
Phone: (707) 528-5352  
Email: [mfreitas@sres.k12.ca.us](mailto:mfreitas@sres.k12.ca.us)

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 First DAY OF August, 2017.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature:   
Diann Kitamura  
Superintendent  
[dmartin@sres.k12.ca.us](mailto:dmartin@sres.k12.ca.us)  
707-528-5831

Signature:  8/2/17  
Print Name: Maxine Freitas  
Title: Consultant for Certification of Athletic Coaches  
Email: [mfreitas@sres.k12.ca.us](mailto:mfreitas@sres.k12.ca.us)  
Phone: (707) 528-5352

## SANTA ROSA CITY SCHOOL DISTRICTS

## AGREEMENT - CONSULTANT FOR CERTIFICATION OF ATHLETIC COACHES

I, **MAXINE FREITAS**, agree to serve as CONSULTANT FOR CERTIFICATION OF ATHLETIC COACHES, effective the 2017-2018 school year, under the direction of the Assistant Superintendent, Human Resources.

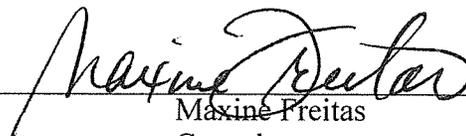
I have read and agree to provide the resource and support services specified in the consultant job description and the 150 hours maximum contracted are to be completed by July 31, 2018.

I will maintain and submit the Consultant Time Log to the Assistant Superintendent, Human Resources for review approximately three (3) days before the payment date.

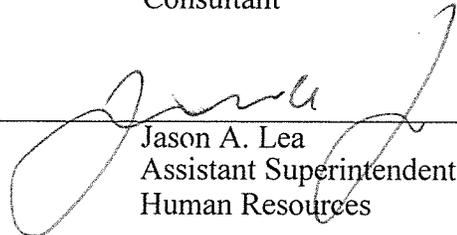
The agreed upon stipend of \$5,322.00 (150 hours x \$35.48) will be paid on the following dates as long as the minimum hours are maintained:

Date	Total Maximum Hours	Payment
<u>November 9, 2017</u>	50	\$1,774.00
<u>February 9, 2018</u>	50	\$1,774.00
<u>May 10, 2018</u>	50	\$1,774.00
Total Minimum Hours	150	\$5,322.00

8/2/17  
Date

  
Maxine Freitas  
Consultant

07/02/2017  
Date

  
Jason A. Lea  
Assistant Superintendent  
Human Resources

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

Budget Code: 01 1100 0 1500 4200 1113 249 9995

CC : Payroll, HR Tech



**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 Creative Pathways to Communications, hereinafter referred to as "CONTRACTOR".

**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: 01-6500-0-5770-3120-1210-198-9795

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: 16 Students identified as needing services

Approved at Site by\*: [Signature]    Date: 8/17/17  
\*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_    Date: \_\_\_\_\_  
\*\*Signature-DISTRICT OFFICE DEPT.

Contract Created by: Michelle Fotouhi    Phone #: 707 528 5322  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15 2017    Proposed Contract End Date: June 30 2017

Requisition #: R18-01344

**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: Andrè Bell, Assistant Superintendent, Business Services    Date: \_\_\_\_\_  
**LAST REVISED ON 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to SLP.  
Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct SLP Services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.  
Consultant shall provide SLP with laptop/computer.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017, and will continue 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 Five Thousand Forty Two Dollars (\$105,042 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices.  
Parties agree vendors shall be paid \$ 84 /hour at 35 hours/week.  
Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

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?):

- Contractor shall keep an electronic log of activities including: students met, # of minutes, and type of activity. This log can be done through SRCS vendor Paradigm or via a spreadsheet and must be turned in with any invoice. Payment for any invoice may be withheld pending satisfactory receipt of this electronic log.
- Any information presented at an Initial IEP or to a parent, must first be delivered to the Case Manager and or the Program Manager at least 48 hours in advance of the presentation. Failure to do so will result in a fine of \$100 per 24 hour (or pro rata amount) the report is not presented.
- Measurable Metrics:
  - Vendor to attend all IEP meetings as required,
  - Vendor to be prepared with reports while at all IEP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency:
  - Quarterly
  - Semester; and
  - End of Year

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@srgs.k12.ca.us

**CONTRACTOR:**

Creative Pathways To Communication-Jennifer  
Sobrero  
P.O. Box 123 Jenner, Ca 95450  
(760) 889-5125  
Jenjom1@yahoo.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 17<sup>th</sup> DAY OF August, 2017.

**DISTRICT**

By: \_\_\_\_\_  
Signature  
Andrè Bell

**CONTRACTOR**

By: Jennifer Sobrero  
Signature  
Jennifer Sobrero

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Typed Name

---

Assistant Superintendent Business Services

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Title

---

707-528-5831

---

Telephone Number

---

Typed Name

---

CEO

---

Title

---

(760) 889-5125

---

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 Protocol Staffing, hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

X 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 01-4512-0-5750-3110-5100-398-5198

Funding Category:     Base     Supplemental     Concentration  
X Restricted: \_\_\_\_\_     Other: \_\_\_\_\_

For Billing (if applicable):     Bill to: \_\_\_\_\_    Billing frequency: \_\_\_\_\_

Contract is:     New    X Renewal     Addendum     Amendment

Number of Individuals Served: Students identified as needing services

Approved at Site by\*: [Signature]    Date: 8/17/17  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_    Date: \_\_\_\_\_  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michelle Fotouhi    Phone #: (707)528-5322  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15<sup>th</sup> 2017    Proposed Contract End Date: June 30<sup>th</sup> 2018

Requisition #: R18-01533

**BUSINESS SERVICES USE ONLY**

Verified Receipt of:     Insurance(s)     W-9 Form     HR Clearance, if applicable  
Funding Source /Funding Category verified:     YES     NO    Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_    Date: \_\_\_\_\_  
Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to psychologist.  
Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct Psychology Services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.  
Consultant shall provide psychologist with laptop/computer.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017, and will continue through June 30, 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 One Hundred and Forty Five Thousand . Forty Dollars (\$145,040 .). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices.  
Parties agree vendors shall be paid \$ 98 /hour at 40 hours/week.  
Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

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?):

- Contractor shall keep an electronic log of activities including: students met, # of minutes, and type of activity. This log can be done through SRCS vendor Paradigm or via a spreadsheet and must be turned in with any invoice. Payment for any invoice may be withheld pending satisfactory receipt of this electronic log.

- Any information presented at an Initial IEP or to a parent, must first be delivered to the Case Manager and or the Program Manager at least 48 hours in advance of the presentation. Failure to do so will result in a fine of \$100 per 24 hour (or pro rata amount) the report is not presented.
- Measurable Metrics:
  - Vendor to attend all IEP meetings as required,
  - Vendor to be prepared with reports while at all IEP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency:
  - Quarterly
  - Semester; and
  - End of Year

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

X Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.

X Increases student and family wellness and engagement through the full-service community school model.

X Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

X 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

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](mailto:dmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Protocol Agency Inc.

27001 Agoura Rd. Suite 210

Calabasas, CA 91301

(818) 878-8595

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 4 DAY OF AUG, 2017

DISTRICT  
By: \_\_\_\_\_  
Signature  
Steve Mizera  
Typed Name  
Assistant Superintendent  
Title  
707-528-5322  
Telephone Number

CONTRACTOR  
By: \_\_\_\_\_  
Signature  
Steve Mizera  
Typed Name  
VP, CEO  
Title  
818 878 8595  
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 North Bay Children's Center (NBCC), 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
\*\*\* 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: 12-6060-0-0001-1000-5800-119-5197 @ \$25,000
12-6060-0-0001-1000-5100-119-5197 @ \$528,389

Funding Category: Base Supplemental Concentration
Restricted: Other: Grant

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 80

Approved at Site by\*: Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date: 8/14/17

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Donna Friedrich Phone #: 707-528-5788
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2017 Proposed Contract End Date: June 30, 2018

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO Board Approval Date:
Verified by: Date:

Fiscal Services Authorizer

LAST REVISED ON 4-5-18

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- 1) District will comply with all reasonable requests from NBCC.
- 2) District will provide one classroom at each of the pre-Kindergarten program sites (James Monroe Elementary School and Steele Lane Elementary School).
- 3) Using the Central Eligibility List (CEL), District will collaborate with NBCC to identify students who qualify for the state funded pre-Kindergarten program.
- 4) Submit attendance and fiscal data provided by NBCC to State Department of Education, per CDE scheduled deadlines.
- 5) Forward all State Department of Education communications related to or affecting its performance of and compliance with the terms of this subcontract to NBCC.
- 6) District will ensure that NBCC's preschool classrooms are open during school closure dates; other than minimum of days needed for NBCC Staff Development and/or Staff Work Days.
- 7) District will provide breakfast, lunch and snacks through the Child Care Food Program (CCFP).
- 8) NBCC and District staffs, including pre-school teachers and kindergarten teachers, will meet regularly during the 2017/18 school year to review curriculum and ensure alignment and articulation with the District Kindergarten programs.

(b) CONTRACTOR's Responsibilities and Duties:

- 1) Conduct all program and administrative activities in full compliance with applicable laws, regulations, and the Funding Terms and Conditions and Program Quality Requirements applicable to the master contract between the State Department of Education and the District.
- 2) Submit all attendance and fiscal information necessary on a quarterly basis for timely submission of the Attendance and Fiscal Report for State Preschool Programs;
- 3) Cooperate with the District in all respects of carrying out such monitoring and oversight of the performance of the terms of this subcontract deemed necessary and appropriate to insure compliance with the terms of its contract with the California Department of Education (CDE);
- 4) Provide the District with the results of the NBCC annual self-evaluation (Program Quality Review) of the sites attended by children whose attendance is funded through this subcontract;
- 5) NBCC will operate one (1) full day pre-Kindergarten class at Steele Lane with a total of twenty four (24) subsidized students; and, (2) half day pre-Kindergarten classes with approximately fifty-six (56) students total at James Monroe.
- 6) NBCC and District staffs, including pre-school teachers and kindergarten teachers, will meet regularly during the 2017/18 school year to review curriculum and ensure alignment and articulation with the District Kindergarten programs.
- 7) NBCC will provide all materials, instruments and tools necessary to provide student instruction within the scope of their annual budget. NBCC will provide District with scope and sequence information pertaining to the instructional materials to be used. SRCS will make available key Kindergarten curriculum materials to align "School Readiness".
- 8) Within the scope of CDE guidelines, NBCC will provide instruction predominately in English.
- 9) Within CDE guidelines pertaining to the student eligibility, NBCC will make every effort to enroll students in the James Monroe and Steele Lane attendance areas.
- 10) NBCC will comply with all CDE requirements as set forth in the State General Child Care and Development Grant assurances.
- 11) NBCC will provide CCFP eligibility paperwork to the District for the District to use for reimbursement.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2017 and will continue 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 Five Hundred Fifty-Three Thousand Three Hundred Eighty-Nine Dollars (\$553,389)  
DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- 1) Rate of Reimbursement: **\$40.45** (This is per child day based on more than 6.5 hours per day).
- 2) Child Days of Enrollment: **13,681** (This is the minimum amount of child days of enrollment required to earn the sub-contract amount).
- 3) Total Subcontract Amount **\$553,389** (Rate of Reimbursement, **\$40.45** x Child Days of Enrollment, **13,681**)
- 4) Days of Operation: **246**
- 5) Parent Fees: If any parent fees are reported by the NBCC to District for this subcontract it would increase the actual Child Days of Enrollment required to earn this contract at the rate of 1 day for every **\$40.45** of child fees reported.
- 6) District will provide two classrooms for pre-Kindergarten programs at a cost **\$1081.45** per classroom per month for a total of **\$25,954.80** per year. The amount of **\$2162.90** for both classrooms is to be billed by the District at the beginning of each month.
- 7) District will provide custodial and maintenance support for the pre-Kindergarten classrooms at no cost to NBCC.
- 8) District will provide payments to NBCC on a monthly basis.
- 9) In the event the state grant funding the preschool program is either increased or decreased, the parties agree that an addendum that adjusts the financial provision of this MOU will be developed to reflect the new rates of reimbursement.

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?):

- NBCC provides evidence-based school-readiness programs at the James Monroe and Steele Lane Elementary campuses designed to increase the number of preschool children entering kindergarten healthy and ready to learn. NBCC works closely with our elementary school partner's on curriculum alignment along with opportunities for parent involvement in the school community.
- NBCC Uses the Developmental Profile (DRDP) to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include: social-emotional, cognitive, language, physical and nutrition education.
- Through intentional planning, antidotal observations, detailed DRDP assessments, child centered curriculum, and family partnerships and participation, James Monroe and Steele Lane kindergarten teachers have reported that children transitioning to kindergarten from NBCC preschool are more prepared and ready to learn.

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 \$250,000 per occurrence, with an annual aggregate of \$250,000, 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:**

North Bay Children's Center (NBCC)  
932 C. St.  
Novato, CA 94949  
415-883-6222  
sgilmore@nbcc.net

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 1 DAY OF July, 2017

<b>DISTRICT</b>	<b>CONTRACTOR</b>
By: _____	By: _____
Signature	Signature
<u>André Bell</u>	<u>Susan Gilmore</u>
Typed Name	Typed Name
<u>Assistant Superintendent Business Services</u>	<u>Executive Director</u>
Title	Title
<u>707-528-5381</u>	<u>415-883-6222</u>
Telephone Number	Telephone Number
<u>dmartin@srcs.k12.ca.us</u>	<u>sgilmore@nbcc.net</u>
Email Address	Email Address



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 Boys & Girls Clubs of Central Sonoma County (BGCCSC) 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
\*\*\* 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: ASES FUNDING: 01-6010-0-1151-1000-5100-1xx-5197 @ \$676,690
01-6010-0-1151-1000-5800-1xx-5197 @ \$175,000

Funding Category: Base Supplemental Concentration Restricted: Other: ASES Grant

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Approximately 700 students

Approved at Site by\*: Date:
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date: 8/16/17
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Donna Friedrich/SFP Phone #: 707-528-5788
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15, 2017 Proposed Contract End Date: May 31, 2018

Requisition #: n/a

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO Board Approval Date:
Verified by: Fiscal Services Authorizer Date: LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- A. District will provide appropriate program facilities, including access to the multi-purpose room, library, computer lab, fields and grounds, and at least three classrooms.
- B. District will identify one district level employee to act as site liaison between the District and Club. District employee will formally meet with Club representative three times during the 2017/18 school year as required in ASES oversight assurances (dates to be determined).
- C. The District, school site principal, school site Academic Liaison (as needed) and Club will work together on the seamless integration of the after school program with the regular day program as required by the After School Education and Safety Program (ASES) assurances.
- D. In order to provide a seamless integration Principals and Academic Liaisons (as needed) will be orientated on their roles and responsibilities through collaboration with the Club and District.
- E. As needed, Academic Liaisons will support the Club with classroom data, curriculum and learning material that will best meet the needs of the students served.
- F. District principals will comply with assurance of meeting with Club directors on a regular basis.
- G. Club will provide healthy snacks to students as required in ASES assurances.
- H. District will co-develop indicators for a successful program evaluation with the Club.
- I. District level liaisons and principals will invite CLUB staff to accompany School staff at BEST Plus, Restorative Practices, and other behavior management trainings with School and District.
- J. District will give the Club access to state reporting system (ASSIST) and list Club personnel as Program & Fiscal contact with California Department of Education.
- K. District will be responsible for hiring an outside evaluator, if required by the state, to ensure program outcomes are met in accordance with state guidelines.
- L. District will be responsible for providing janitorial supplies.
- M. District will be responsible for preparing and submitting the quarterly financial reports to the California Department of Education.

(b) CONTRACTOR's Responsibilities and Duties:

- A. The Club will provide an ASES program, which meets all assurances of the ASES grant, at Abraham Lincoln, Albert Biella, Brook Hill, Helen Lehman, James Monroe, Luther Burbank and Steele Lane Elementary School.
- B. The Club will provide direct services at a minimum to an average of 84 students daily to meet the requirements for the ASES grant and may also maintain a waiting list to ensure this is met. Rosters will be maintained at 100 students with an average daily attendance of 84 students.
- C. When deemed necessary, The Club will hire an Academic Liaison at each site that will work up to a maximum of 35 hours per school year from October 2017-April 2018 when needed to promote collaboration with the school day efforts. Liaisons will be compensated based on current extended day pay for District Employee
- D. The Club, school site principal, site academic liaison (as needed) and District will work together on the seamless integration of the after school program with the regular day program as required by the ASES Program Assurances.
- E. The Club will provide parent information, registration and communication, including a parent and child orientation and translated monthly newsletters.
- F. The Club will not require a membership fee or materials fee for any ASES student.
  - The Club will provide all materials necessary to run the ASES program. School site supplies will not be utilized for the running of the ASES program.
- G. The Club will maintain timely records for attendance, fiscal reporting and program evaluation.
- H. The Club will establish an Early Release Policy, Late Arrival Policy and develop a sign-in, sign-out procedure that records what time the student leaves the program and with whom to ensure student safety. The Club will help ensure that students report directly to the Club upon dismissal and will implement a system to verify absences from the afterschool program for student safety purposes.
- I. The Club will co-develop indicators of successful program evaluation with the District.

- J. The Club will prepare semi-annual attendance, annual after-school evaluation, annual quality improvement, and other reports. BGCCSC will submit these reports to the district for review two weeks prior to BGCCSC submitting to the California Department of Education.
- K. The Club will provide targeted after-school intervention, tutoring and homework assistance and standards-based enrichment activities from the close of the school day until 6:00 p.m. every school day. The Club will ensure that the program contains a balance of components including educational literacy, enrichment and a safe physical and emotional environment.
- L. Children will participate in structured activities designed to improve and enhance literacy and other academic content areas, communication, and decision-making skills. The group leaders will incorporate learning through group instruction.
  - For one seventy-seven (177) days, Club will provide an ASES program from school dismissal until 6:00 PM for all regular dismissal, early release, adjusted and modified days (including Back to School Night, Parent Conference Days and Open House) as outlined in the 2017-18 instructional calendar.
    - The program will not operate on holidays and non-student days and May 29-31, 2018, for Club professional development days.
    - The last day of the program will be Friday, May 25, 2018. Parents will be informed of the last day of the program during the parent and child orientation meeting and monthly beginning January 2018 through Club newsletters.
- M. Club will be solely responsible for staff in their employ under this agreement. Club certifies that staff providing services are adequately trained and prepared as well as provided with appropriate staff development. Club will ensure that all Club employees meet Santa Rosa City Schools' minimum requirements for the instructional assistant position, save current District employees whose compliance requirements will be monitored by District.
- N. Club will work, in partnership with the site principal and academic liaison (as needed), to select students in accordance with the ASES Program Assurances and following the District ASES Registration Protocol, Criteria and Procedures. The Club will work to recruit these students to the ASES program.
- O. Club and site principal will confer regarding ASES student attendance and discipline issues and actions, including removal from the program.
- P. Club will comply with the assurance of meeting with site principals on a regular basis.
- Q. Club will follow the same level of discipline expectations, rules, BEST Plus and Restorative Practices in order to maintain student behavior consistent with the school culture during school hours.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017 and will continue through May 31, 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 Eight Hundred Fifty-one Thousand Six Hundred Ninety Dollars (\$851,690)

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

District will reimburse Club, **\$121,670** for operating an After School Education and Safety (ASES) program at each of the respective schools: Abraham Lincoln, Albert Biella, Brook Hill, Helen Lehman, James Monroe, Luther Burbank and Steele Lane Elementary School. Total costs of the ASES program at each of the respective schools: Abraham Lincoln, Albert Biella, Brook Hill, Helen Lehman, James Monroe, Luther Burbank and Steele Lane Elementary School: shall not exceed **\$121,670** per site. In the event that the ASES grant award from the state is reduced and the District receives less than the amount initially expected, Club will bill the District for the lesser amount. Club will bill the District monthly for reimbursement.

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?):

Boys & Girls Clubs of Central Sonoma County will use these indicators in concert with the District's goal for students to create & construct a viable argument and has aligned these goals to Sonoma County's Cradle to Career (C2C) goal areas.

Five Key Elements for Positive Youth Development (C2C Goal 3).

1. A safe, positive environment is built throughout the entire Club.
2. The Club maintains a focus on FUN for Members of all ages.
3. The Club encourages the development of supportive relationships, not only between members and caring adults, but peer-to-peer as well.
4. The Club provides opportunities for all Members to be actively engaged in the Club Experiences and sets high expectations.
5. The Club offers recognition for Members, both formally and informally, for their successes and accomplishments.

PRIORITY OUTCOME #1 - Members will achieve Academic Success. (C2C Goal 2 & 4).

1. Club Members will participate in Power Hour daily. Power Hour Plus will be offered daily for Members needing additional homework support.
2. Club Members will participate in KidzLit and/or Silent Reading daily.
3. Club Members will have access to HYLAS (High Yield Learning Activities) daily to practice reading, writing, speaking, math, & scientific inquiry (including My Skills Tutor & Study Island).

PRIORITY OUTCOME #2 - Members will achieve Good Character (C2C Goal 5).

1. Club staff will recognize 45 youth annually through Youth of the Year program, which culminates in an end of the year family ceremony.
2. Club Members will participate in at least 2 program wide service projects.
3. Club Members will participate in at least 1 Leadership and Character development program each year (offered quarterly).

PRIORITY OUTCOME #3 - Members will achieve a Healthy Lifestyle (C2C Goal 5).

1. Club Members will participate in at least 30 minutes of physical activity daily.
2. Club Members will participate in at least healthy eating and nutrition program every year (offered quarterly).
3. Club Members will participate in at least 1 targeted prevention program that addresses high risk behaviors each year (offered quarterly).

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.

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(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.

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(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.

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(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:

<b>DISTRICT:</b>	<b>CONTRACTOR:</b>
<u>Santa Rosa City Schools</u>	<u>Boys &amp; Girls Clubs of Central Sonoma County</u>
<u>211 Ridgway Ave</u>	<u>1400 N. Dutton Ave. #14</u>
<u>Santa Rosa, CA 95401</u>	<u>Santa Rosa, CA 95401</u>
<u>707-528-5381</u>	<u>707-528-7977 ext. 101</u>
<u>dmartin@srcs.k12.ca.us</u>	<u>jweiss@bgccsc.org</u>

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 15 DAY OF August, 2017

**DISTRICT**

By: \_\_\_\_\_  
Signature  
André R. Bell  
Typed Name  
Assistant Superintendent Business Services  
Title  
707-528-5831  
Telephone Number  
dmartin@srcs.k12.ca.us  
Email Address

**CONTRACTOR**

By:  \_\_\_\_\_  
Signature  
Jennifer Weiss  
Typed Name  
Chief Executive Officer  
Title  
707-528-7977 ext. 101  
Telephone Number  
jweiss@bgccsc.org  
Email Address



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 Boys & Girls Clubs of Central Sonoma County (BGCCSC) 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: ASES: 01-6010-0-1151-1000-5100-232-5197@\$137,620; 01-6010-0-1151-1000-5800-232-5197 @ \$25,000  
ASES: 01-6010-0-1151-1000-5100-230-5197@\$81,108.18; 01-6010-0-1151-1000-5800-230-5197 @ \$25,000

Funding Category:  Base  Supplemental  Concentration  
 Restricted: \_\_\_\_\_  Other: ASES Grant

For Billing (if applicable):  Bill to: \_\_\_\_\_ Billing frequency: \_\_\_\_\_

Contract is:  New  Renewal  Addendum  Amendment

Number of Individuals Served: Approximately 184 students

Approved at Site by\*: \_\_\_\_\_ Date: \_\_\_\_\_

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*:  Date: 8/16/17

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Donna Friedrich/SFP Phone #: 707-528-5788  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15, 2017 Proposed Contract End Date: June 1, 2018

Requisition #: n/a

BUSINESS SERVICES USE ONLY

Verified Receipt of:  Insurance(s)  W-9 Form  HR Clearance, if applicable  
Funding Source /Funding Category verified:  YES  NO Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

**For Lawrence Cook Middle School**

- A. District will provide appropriate program facilities, including access to the multi-purpose room, computer lab, library, fields and grounds, and at least two classrooms. Office space will be dedicated for Club use.
- B. District will identify one district level employee to act as liaison between the district and Club.
- C. District and Club will work together on the integration of the after school program with the regular day program as required by the After School Education and Safety Program (ASES) assurances.
- D. Club will provide healthy snacks to students as required in ASES assurances.
- E. District will be responsible for hiring an outside evaluator, if required by the state, to ensure program outcomes are met in accordance with state guidelines.
- F. District will be responsible for providing janitorial supplies.
- G. District will co-develop indicators for a successful program evaluation with the Club.
- H. District level liaisons and principals will invite CLUB staff to accompany School staff at BEST Plus, Restorative Practices, and other behavior management trainings with School and District.

**For Hilliard Comstock Middle School**

- I. District will provide appropriate program facilities, including access to the multi-purpose room, library, available classrooms, computer room, and fields and grounds. One large classroom and office space will be dedicated for Club use.
- J. District will identify one district-level employee to act as liaison between the district and Club.
- K. District and Club will work together on the integration of the after school program with the regular day program as required by the After School Education and Safety Program (ASES) assurances.
- L. Club will provide healthy snacks to students as required in ASES assurances.
- M. District will be responsible for hiring an outside evaluator, if required by the state, to ensure program outcomes are met in accordance with state guidelines.
- N. District will be responsible for providing janitorial supplies.
- O. District will co-develop indicators for a successful program evaluation with the Club.
- P. District will give the Club access to state reporting system (ASSIST) and list Club personnel as Program & Fiscal contact with California Department of Education.
- Q. District level liaisons and principals will invite CLUB staff to accompany School staff at BEST Plus, Restorative Practices, and other behavior management trainings with School and District.
- R. District will be responsible for preparing and submitting the quarterly financial reports to the California Department of Education.

(b) CONTRACTOR's Responsibilities and Duties:

- A. Club will provide an ASES program, which meets all assurances of the ASES grant, at Lawrence Cook Middle School and Hilliard Comstock Middle School which includes a student to staff ratio no greater than 20:1.
- B. Club will provide direct services for up to 73 students daily at Lawrence Cook Middle School and up to 111 students daily at Hilliard Comstock Middle School to meet the requirements for the ASES grant.
- C. Club and District will work together on the integration of the after school program with the regular day program as required by the After School Education and Safety Program (ASES) assurances.
- D. Club will provide parent information, registration and communication, including a parent and child orientation.
- E. The Club will prepare semi-annual attendance, annual after-school evaluation, annual quality improvement, and other reports. BGCCSC will submit these reports to the district for review two weeks prior to BGCCSC submitting to the California Department of Education.

- F. Club will establish an Early Release Policy, Late Arrival Policy and develop a sign-in, sign-out procedure that records what time the student leaves the program and with whom to ensure student safety. Daily attending students will be expected to check-in directly upon dismissal with the Club.
- G. Club will provide targeted after-school tutoring and homework assistance and enrichment activities from the close of the school day until 6:00 p.m. every school day. Club will ensure that the program contains a balance of components including educational literacy and enrichment.
- H. Children will participate in structured activities designed to enhance literacy and other academic content areas, communication, and decision making skills. The group leaders will incorporate learning through group instruction.
- I. Club will co-develop indicators for a successful program evaluation with the District.
- J. Club will follow the same level of discipline expectations, rules, BEST Plus and Restorative Practices in order to maintain student behavior consistent with the school culture during school hours.
- K. Daily bus transportation home for students participating in the after school program is to be paid for out of the ASES grant, and shall not encroach upon any other SRCS funding sources. Transportation will follow district guidelines for transporting students from school to home.

**K. For Lawrence Cook Middle School:**

- For one hundred seventy-six (176) days (Monday-Friday), Club will provide an ASES program from 2:49 p.m. - 6:00 p.m.
- For one (1) modified day for 6th Grade Orientation, Club will provide an ASES program from 12:45 p.m. - 6:00 p.m.
- The program will not operate on school holidays and non-student days and May 29-June 1, 2018 for Club professional development days.
- The last day of the program will be Friday, May 25, 2018. Parents will be informed of the last day of the program during the parent orientation meeting and monthly beginning January 2018 through Club newsletters.

**K. For Hilliard Comstock Middle School:**

- For one hundred seventy-six (176) days (Monday-Friday), Club will provide an ASES program from 2:49 p.m. - 6:00 p.m.
- For one (1) modified day for 6th Grade Orientation, Club will provide an ASES program from 12:45 p.m. - 6:00 p.m.
- The program will not operate on school holidays and non-student days and May 29-June 1, 2018 for Club professional development days.
- The last day of the program will be Friday, May 25, 2018. Parents will be informed of the last day of the program during the parent orientation meeting and monthly beginning January 2018 through Club newsletters.
- L. Club curriculum will incorporate State of California frameworks for Common Core Standards. The Club will offer programs which incorporate two or more of these standards in 8 week rotations.
- M. Club will be solely responsible for staff in their employ under this agreement. Club certifies that staff providing services are adequately trained and prepared. Club will ensure that all Club employees meet Santa Rosa City Schools' minimum requirements for the instructional assistant position, save current SCHOOL DISTRICT employees whose compliance requirements will be monitored by District.
- N. Club will work, in partnership with the site principal, to develop criteria for student selection and will work to recruit these students to the ASES program.
- O. Club and site principal will confer regarding ASES student attendance and discipline issues and actions, including removal from the program.
- P. Club will comply with the assurance of meeting with site directors on a regular basis.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017 and will continue through June 1, 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 Two Hundred Sixty-Eight Thousand Seven Hundred Twenty-Eight Dollars & Eighteen Cents (\$268,728.18)

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

**Lawrence Cook Middle School**

- 1) District will reimburse Club \$106,108.18 for operating an After School Education and Safety (ASES) program at Lawrence Cook Middle School.
- 2) Total costs of the ASES program at Lawrence Cook Middle School shall not exceed \$106,108.18.
- 3) In the event that the ASES grant award from the state is reduced and the District receives less than the amount initially expected, Club will bill the District for the lesser amount.

**Hilliard Comstock Middle School**

- 1) District will reimburse Club, \$162,620 for operating an After School Education and Safety (ASES) program at Hilliard Comstock Middle School.
- 2) Total costs of the ASES program at Hilliard Comstock Middle School shall not exceed \$162,620.
- 3) In the event that the ASES grant award from the state is reduced and the District receives less than the amount initially expected, Club will bill the District for the lesser amount.

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?):

Boys & Girls Clubs of Central Sonoma County will use these indicators in concert with the District's goal for students to create & construct a viable argument and has aligned these goals to Sonoma County's Cradle to Career (C2C) goal areas.

**Five Key Elements for Positive Youth Development (C2C Goal 3).**

1. A safe, positive environment is built throughout the entire Club.
2. The Club maintains a focus on FUN for Members of all ages.
3. The Club encourages the development of supportive relationships, not only between members and caring adults, but peer-to-peer as well.
4. The Club provides opportunities for all Members to be actively engaged in the Club Experiences and sets high expectations.
5. The Club offers recognition for Members, both formally and informally, for their successes and accomplishments.

**PRIORITY OUTCOME #1 - Members will achieve Academic Success. (C2C Goal 2 & 4).**

1. Club Members will participate in Power Hour daily. Power Hour Plus will be offered daily for Members needing additional homework support.
2. Club Members will participate in KidzLit and/or Silent Reading daily.
3. Club Members will have access to HYLAS (High Yield Learning Activities) daily to practice reading, writing, speaking, math, & scientific inquiry (including My Skills Tutor & Study Island).

**PRIORITY OUTCOME #2 - Members will achieve Good Character (C2C Goal 5).**

1. Club staff will recognize 45 youth annually through Youth of the Year program, which culminates in an end of the year family ceremony.
2. Club Members will participate in at least 2 program wide service projects.
3. Club Members will participate in at least 1 Leadership and Character development program each year (offered quarterly).

PRIORITY OUTCOME #3 - Members will achieve a Healthy Lifestyle (C2C Goal 5).

1. Club Members will participate in at least 30 minutes of physical activity daily.
2. Club Members will participate in at least healthy eating and nutrition program every year (offered quarterly).
3. Club Members will participate in at least 1 targeted prevention program that addresses high risk behaviors each year (offered quarterly).

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:

<b>DISTRICT:</b>	<b>CONTRACTOR:</b>
Santa Rosa City Schools	Boys & Girls Clubs of Central Sonoma County
211 Ridgway Ave	1400 N. Dutton Ave. #14
Santa Rosa, CA 95401	Santa Rosa, CA 95401
707-528-5381	707-528-7977 ext. 101
dmartin@srgcs.k12.ca.us	jweiss@bgccsc.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.

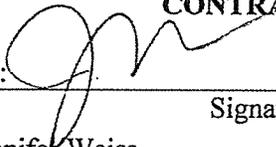
25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 15 DAY OF August, 2017

**DISTRICT**

By: \_\_\_\_\_  
Signature  
André R. Bell  
Typed Name  
Assistant Superintendent Business Services  
Title  
707-528-5831  
Telephone Number  
dmartin@srcs.k12.ca.us  
Email Address

**CONTRACTOR**

By:  \_\_\_\_\_  
Signature  
Jennifer Weiss  
Typed Name  
Chief Executive Officer  
Title  
707-528-7977 ext. 101  
Telephone Number  
jweiss@bgccsc.org  
Email Address



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 GLAD (dba: Kelli Richardson, Kathryn Wyffels, Regina Rosenzweig, Jocelyn Mitchelmore ), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

[X] 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: 01-0510-0-1140-1000-5800-119-E105 - \$25,000
01-0510-0-1140-1000-5100-119-E105 - \$12,000

Funding Category: [ ] Base [ ] Supplemental [X] Concentration
[ ] Restricted: [ ] Other:

For Billing (if applicable): [ ] Bill to: Billing frequency:

Contract is: [ ] New [X] Renewal [ ] Addendum [ ] Amendment

Number of Individuals Served: All Elementary Teachers

Approved at Site by\*: Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date:

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Kelley Dillon, C&I, K-6 Phone #: 528-5272
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: October 2017 Proposed Contract End Date: March 2018

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of: [ ] Insurance(s) [ ] W-9 Form [ ] HR Clearance, if applicable
Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date:

Verified by: Date:

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

**No substitutions will be allowed. Schools will be charged in full even if participant does not complete full training.**

DISTRICT is responsible for ordering the training binder through the National Training Center 4-6 weeks prior to Two-Day Workshop.

SEE ATTACHED CONTRACT

(b) CONTRACTOR's Responsibilities and Duties:

Participants will receive intense training in the Guided Language Acquisition Design model. Participants attending all 6 days of the training will fulfill both elements 1 & 2 of the GLAD training model. Element 1 is the Two-day Input theory/research, and Element 2 is the Four-Day classroom demonstration. **All teachers attending the demonstration lessons must have previously completed the Two-Day Theory. Trainers reserve the right to enforce this rule and will ask teachers to not participate if they have not been trained in the Two-Day. No part of the Two Day In-service or the Classroom demonstration maybe recorded or videotaped.**

SEE ATTACHED CONTRACT

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on October 2, 2017, and will continue through March 16, 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 Thirty-Seven Thousand Dollars (\$37,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

**Checks should be payable to Kathryn Wyffels, Kelli Richardson, Jocelyn Mitchelmore and Regina Rosenzweig.**

**Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.

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?):

Trainers will provide teachers written feedback describing their growth and development in the areas of positive classroom management, effective GLAD strategies and ELD.  
Student engagement and behavior will be observed and recorded by GLAD trainers.

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](mailto:dmartin@srcs.k12.ca.us)

**CONTRACTOR:**

**Kelli Richardson**, email: [kcrich90@earthlink.net](mailto:kcrich90@earthlink.net)  
address: 4411 Morse Court, Napa, CA 94558 phone: 707 227 7442

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**Kathryn Wyffels**, email: [katewyffels@yahoo.com](mailto:katewyffels@yahoo.com),  
address: 6828 Gibson Canyon Road, Vacaville, CA 95688, phone: 707 688 8666

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**Regina Rosenzweig**, email: [regina\\_r@comcast.net](mailto:regina_r@comcast.net),  
address: 625 Rutgers Drive, Davis, CA 95616, phone: 530 400 9606

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**Jocelyn Mitchelmore**, email: [jmitchelmore@comcast.net](mailto:jmitchelmore@comcast.net), address: 1314 Cromwell Court, El Dorado Hills, CA 95752, phone: 916 230 6980

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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: \_\_\_\_\_

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

Andre R. Bell

Print Name: \_\_\_\_\_

Assistant Superintendent of Business Services

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

dmartin@srcs.k12.ca.us

Email: \_\_\_\_\_

707-528-5831

Phone: \_\_\_\_\_

# Project GLAD Training Service Contract

**District: Santa Rosa City Schools**

<b>Two-Day Research and Theory Workshop:</b>	<b>Oct. 11-12, 2017</b>
<b>4-Day Demo</b>	<b>November 6-9, 2017</b>
<b>Refresher/ELD</b>	<b>March 7-8, 2018</b>

**Description:** Participants will receive intense training in the Guided Language Acquisition Design model. Participants attending all 6 days of the training will fulfill both elements 1 & 2 of the GLAD training model. Element 1 is the Two-day Input theory/research, and Element 2 is the Four-Day classroom demonstration. **All teachers attending the demonstration lessons must have previously completed the Two-Day Theory. Trainers reserve the right to enforce this rule and will ask teachers to not participate if they have not been trained in the Two-Day. No part of the Two Day In-service or the Classroom demonstration maybe recorded or videotaped.**

- A. Two-day Input Topics to Include:** Theory/Research, integrated balanced literacy approach, second language acquisition, brain research, cultural sensitivity and respect, classroom implications and applications, the GLAD model, curriculum and strategies, sample unit and processing, and California State Standards/Common Core State Standards. The district will provide a room with tables and chairs for the participants, an overhead projector or document camera and screen and a room with tackable surfaces for charts. **If conditions are not met as specified above or in the materials section of this contract, the trainers reserve the right to cancel the training at any time and will bill the district for full compensation.**
- B. Classroom Demonstration Description:** The observation of a demonstration session occurs in a single classroom for consecutive mornings for 4 days. The unit has been written by certified key trainers and will be presented by them as well. Two certified key trainers will conduct the training but if for any reason, there is one trainer absent due to illness, the trainer will administer the training by herself at the full contractual rate. Trainer A presents the GLAD strategies with the group of specified children. This group of children must include English Learners and cannot be fewer than 12 students and no more than 34 students. The students must be the same group of children all four days. Trainer B coaches the participating teachers who are observing in the back of the room. Trainer B will explain what is being done, why it's being done and process questions that arise throughout the morning. **The GLAD trainers reserve the right to remove students who are disruptive during the demonstration for the duration of the remaining training.** Afternoons are spent on feedback and collaboration such as initial planning with the trainers for the participants' upcoming units and year plans using state standards and common core state standards. The district will need to provide to provide a place where teachers and trainers can collaborate in the afternoons. **If conditions are not met as specified above or in the materials section of this contract, the trainers reserve the right to cancel the training at any time and will bill the district for full compensation. *Seeing successful strategies with students is the most effective method of promoting change.***
- C. Refresher Description** Participants will participate in a Project GLAD refresher. Trainers will present GLAD focal strategies aligned with Common Core Standards and ELD frames. Teachers will have an hour to two hours of planning time. Emphasis on 21<sup>st</sup> Century Skills aligned with Common Core Standards, New ELD Standards and Next Generation Science Standards will also be addressed.
- D. Materials: 2-Day:** District agrees to provide each participant with a training binder for the Two-Day Input Workshop. A separate order form will be sent and the district is responsible for getting the binders for the paying participants. The District understands and acknowledges that the trainers have a proprietary interest in the materials provided. The District agrees to act in a manner to protect the trainers' proprietary interest in these materials. The key trainers will provide all other training materials. Upon request districts/schools are also asked to submit assessment data, which includes STAR results and or anecdotal records to the Key Trainers.  
**Refresher:** A document camera will need to be provided by the district/school. District/School will also provide materials for planning including chart paper, sentence strips and markers.

**E. Trainers:** The trainers will be:

- **Kelli Richardson**, email: kcrich90@earthlink.net address: 4411 Morse Court, Napa, CA 94558 phone: 707 227 7442
- **Kathryn Wyffels**, email: katewyffels@yahoo.com, address: 6828 Gibson Canyon Road, Vacaville, CA 95688, phone: 707 688 8666
- **Regina Rosenzweig**, email: regina\_r@comcast.net, address: 625 Rutgers Drive, Davis, CA 95616, phone: 530 400 9606
- **Jocelyn Mitchelmore**, email: jmitchelmore@comcast.net, address: 1314 Cromwell Court, El Dorado Hills, CA 95752, phone: 916 230 6980
- In the event that a trainer is not able to attend a session, a substitute will be provided; the absent trainer will bill for the work and pay the substitute. If a substitute is not available and one trainer provides services, the absent trainer will bill and pay the attending trainer for her services.

**Cost and Payment:**

**No substitutions will be allowed. Schools will be charged in full even if participant does not complete full training.**

DISTRICT is responsible for ordering the training binder through the National Training Center 4-6 weeks prior to Two-Day Workshop. Please purchase the OCDE Project GLAD Learning Guide. Go to <https://istore.ocde.us/>

Click on OCDE Project GLAD. Click on OCDE Project GLAD Learning Guide (\$45). Add the desired number of learning guides to the cart. Follow prompts for purchase. If you need assistance, call 714.966.4156.

Cohort 10-	20 teachers	
Oct. 11-12, 2017	2-Day Input Workshop	\$11,000
Nov. 6-9, 2017	4-Day Classroom Demo	\$20,000
March 7-8, 2018	Refresher/ELD	\$6,000
	Total for Cohort 10	\$37,000
	<b>Estimated Total Contract cost:</b>	<b>\$37,000</b>

**Checks should be payable to Kathryn Wyffels, Kelli Richardson, Jocelyn Mitchelmore and Regina Rosenzweig.**

F. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.

G. **Cancellation Policy:** Notice of any cancellations **must be given in writing 30 days** prior to the first scheduled workshop. After that time, the district will still be charged the full amount.

H. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

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

School/District: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

GLAD key trainer signature: Kelli Richardson Date: May 2, 2017

GLAD key trainer signature: Kathryn Wyffels Date: May 2, 2017

GLAD key trainer signature: Regina Rosenzweig Date: May 2, 2017

GLAD key trainer signature: Jocelyn Mitchelmore Date: May 2, 2017

**We must receive your confirmation before participants will be allowed to attend the workshops or classroom demonstrations. Please print and fill out the information above. Return the entire form by email to Kelli Richardson at [kcrich90@earthlink.net](mailto:kcrich90@earthlink.net).**



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 Stockdale Inspection Services, 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
\*\*\* 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: 21- 0142 -0 - 9500 - 8500 - 5800 - 254 - 5192

Funding Category: Base Supplemental Concentration Restricted: Other: Bond

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

Contract is: x New Renewal Addendum Amendment

Number of Individuals Served:

Approved at Site by: Michael Brac Date: 8/17/17
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval: Michael Brac Date: 8/17/17
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael Braff, Director of Facilities Phone #: (707) 528-5310
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 30, 2017 Proposed Contract End Date: February 1, 2018

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO Board Approval Date:

Verified by: Fiscal Services Authorizer Date: LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District shall contract with the Inspector of Record (IOR), Stocksdale Inspection Services for the Maria Carrillo High School Field Project. The IOR is required by the Department of the State Architect to provide inspection services to verify construction and installation per codes and regulations.

(b) CONTRACTOR's Responsibilities and Duties:

The IOR will be required to be accessible to inspect all construction and installation associated with the Maria Carrillo High School Field Project as required by Part I, Title 24 and DSA codes and regulations. The IOR will also maintain logs and reports, attend meetings and observe special testing, verifying contractor payment applications and all services as outlined in the proposal provided.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 30, 2017, and will continue through February 1, 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 Nineteen Thousand Five Hundred Dollars (\$19,500.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Shall bill once monthly by providing detailed invoice indicating hours worked and substantiated by Daily Reports.

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]

Daily, Semi-Monthly and Final Verified Reports as required by DSA.

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@srgs.k12.ca.us

**CONTRACTOR:**

Name: Stocksdale Inspection Services  
Street: 1153 Humboldt Street  
City/State/Zip: Santa Rosa, CA 95401  
Phone: (707) 326-5130

Email: johnstocksdale@gmail.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**

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

Diann Kitamura

Superintendent

dmartin@srgs.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

Print Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**JOHN STOCKSDALE**  
**STOCKSDALE INSPECTION SERVICES**  
1153 Humboldt Street, Santa Rosa, CA 95404  
707 326-5130  
johnstocksdale@gmail.com

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8/10/17

Michael Braff  
Santa Rosa City High School District  
211 Ridgway Avenue  
Santa Rosa, CA 95401

Re: Proposal for project inspection services  
Maria Carrillo High School (Track / Field)

Mike,

I am pleased to submit this proposal for project inspection services for the Track & Field Replacement Project at Maria Carrillo High School.

#### **Scope of Services**

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Basic project inspection services shall be as set forth in Part I Title 24 CCR and in DSA IR A-8 and shall include construction inspection, submittal of bi-monthly and verified reports to DSA, keeping job files and logs, completing the DSA 152 Inspection Cards, attending progress meetings, keeping concrete logs, observing required tests, coordination of visits by special inspectors and the soils engineer, reviewing payment applications and testing lab invoices, assistance with punch list preparation and DSA close-out.

#### **Fee**

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Compensation for project inspection services shall be based on an hourly fee of \$90.00/hour.

Estimated time: Average 10 hours per week for approximately 21 weeks (5 months)

Estimated fee: \$18,900.00

If required, general liability insurance will be provided for an additional cost (approximately \$600). If other insurance is required, it will be provided at cost.

If construction extends beyond the estimated time period, additional hours will be billed at the same hourly rate. Work on weekends, if necessary, will be billed at the same hourly rate.

Billable hours include on-site time (2 hour minimum charge per visit) and time required to write reports, review plans, set up files, process communications, travel to site, file project materials, and attend meetings.

#### **Indemnification**

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Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

**Insurance**

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If required, the inspector shall maintain commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to, premises and operations liability, independent contractor's liability, and personal injury liability.

**Termination of Agreement**

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This Agreement may be terminated by either party upon two (2) days written notice to the other party. Upon termination, District shall pay Inspector for performance completed prior to termination but shall have no further obligation to Inspector.

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Santa Rosa City High School District

date



8-10-17

John Stocksdale  
Class 1 Project Inspector #4999

date



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 Gary Freshley hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

X 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: 25-0100-0-9660-8105-5800-119-5192 AND 25-0200-0-9660-8105-5800-119-5192

Funding Category: Base Supplemental Concentration
Restricted: X Other: Fund 25 Capital Facilities Fund

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served:

Approved at Site by\*: Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date:

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Denise Martin, Business Service Phone #: 707-528-5381
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7/1/17 Proposed Contract End Date: 6/30/18

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO Board Approval Date:

Verified by: Date:

Joel Dontos, Executive Director of Fiscal Services

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

Provide technical services for tracking city development and planning.  
Provide accurate and timely Projected Development Summaries.  
Contract is based on \$60.00 per hour plus materials/supplies.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - 7/1/2017, and will continue through 6/30/18, 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 Ten Thousand Dollars (\$10,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Net 30

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]

Receipt of accurate and timely Projected Development Summaries.

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@srs.k12.ca.us

**CONTRACTOR:**

Name: Gary Freshley

Street: 5505 W. 15<sup>th</sup> Ave.

City/State/Zip: Kennewick, WA 99338

Phone: \_\_\_\_\_

Email: gfreshley@srs.k12.ca.us

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: \_\_\_\_\_

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

André R. Bell

Print Name: Gary Freshley

Assistant Superintendent

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



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 LifeWorks of Sonoma County, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

X 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: 01-6512-0-5750-3310-5800-252-5198

Funding Category: [ ] Base [ ] Supplemental [ ] Concentration

X Restricted: [ ] Other:

For Billing (if applicable): [ ] Bill to: Billing frequency:

Contract is: [ ] New X Renewal [ ] Addendum [ ] Amendment

Number of Individuals Served:

Approved at Site by\*: [Signature] Date: 2/17/17

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature] Date:

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michelle Fotouhi Phone #: 707 528 5305

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15, 2017 Proposed Contract End Date: June 30, 2018

Requisition #: R18-01478

BUSINESS SERVICES USE ONLY

Verified Receipt of: [ ] Insurance(s) [ ] W-9 Form [ ] HR Clearance, if applicable

Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date:

Verified by: [Signature] Date:

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to psychologist.  
Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct Psychology Services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.  
Consultant shall provide psychologist with laptop/computer.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017, and will continue 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 Fifty One Thousand Seven Hundred , seventy four Dollars (\$ 51,774.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices.  
Parties agree vendors shall be paid \$ 55.31 /hour at 26 hours/week.  
Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

"Non-Solicitation Clause: The District Agrees not to solicit the contractor for the term of this contract. If at the termination of this contract the District and the Contractor mutually to enter into an employment arrangement, the District will shall pay the Vendor \$10,000 as a service fee."

Please see LifeWorks attachment for breakdown of costs.

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?):

- Contractor shall keep an electronic log of activities including: students met, # of minutes, and type of activity. This log can be done through SRCS vendor Paradigm or via a spreadsheet and must be turned in with any invoice. Payment for any invoice may be withheld pending satisfactory receipt of this electronic log.
- Any information presented at an Initial IEP or to a parent, must first be delivered to the Case Manager and or the Program Manager at least 48 hours in advance of the presentation. Failure to do so will result in a fine of \$100 per 24 hour (or pro rata amount) the report is not presented.
- Measurable Metrics:
  - Vendor to attend all IEP meetings as required,
  - Vendor to be prepared with reports while at all IEP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency:
  - Quarterly
  - Semester; and
  - End of Year

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](mailto:dmartin@srcs.k12.ca.us)

**CONTRACTOR:**

LifeWorks of Sonoma County

1200 College Avenue

Santa Rosa, CA 95404

(707) 568-2300 ext. 108

[J\\_royce@lifeworkssc.org](mailto:J_royce@lifeworkssc.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**

\_\_\_\_\_  
Signature

Steve Mizera  
\_\_\_\_\_  
Typed Name

Assistant Superintendent Student and Family Services  
\_\_\_\_\_  
Title

707-528-5322  
\_\_\_\_\_  
Telephone Number

By:

*Jill Royce*  
\_\_\_\_\_  
Signature

Jill Royce  
\_\_\_\_\_  
Typed Name

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

707-568-2300  
\_\_\_\_\_  
Telephone Number



***LifeWorks***  
**School Based Counseling Services**  
**Santa Rosa High School Class**  
**Projected Expenditures**  
**August 14, 2017- June 1, 2018**

**Personnel**

Program Director	3648.
<ul style="list-style-type: none"><li>• Oversee and ensure that program development, implementation, and management are conducted with the highest clinical, professional, and ethical quality.</li><li>• Supervise the hiring, training and monitoring of the performance of clinical staff for assigned sites.</li><li>• Responsible for all counseling personnel, delivery of services, coordination of services, and development of program to meet needs of students, families, and education personnel.</li><li>• Develop continuous, ongoing weekly meetings and in-service education for clinical staff.</li><li>• Provide guidance and support in crisis situations.</li></ul>	
Clinician	34,232.
<ul style="list-style-type: none"><li>• Provide individual, group, and milieu counseling to emotionally disturbed youth.</li><li>• Keep daily documentation, such as daily logs and progress notes, of all services provided.</li><li>• Attend regular IEP meetings for the youth being served.</li><li>• Complete assessments, client goals, and counseling summaries for each student served.</li></ul>	

- Work collaboratively with special education teachers and teacher's assistants.
- Attend regular staff meetings, trainings, and agency events.
- Report all pertinent activity to the program director and maintain regular contact especially in times of crisis.

Administrative Assistant 2145.

- Perform data entry for all clinician service logs and generate monthly billing statements.
- Maintain spreadsheets, forms and paperwork.
- Ensure compliance with client charts and records.

**Total Personnel** \$40,025.

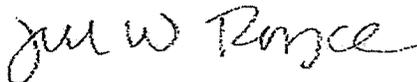
**Operational** Benefits (15%) 6004.  
 Indirect Administrative Costs 2849.  
 Leases-portion of LifeWorks office space for Clinician to conduct office work/phone calls/ paperwork 945.  
 Liability/Workers' Comp./ Insurance 1265  
 Telephone/Communication Equipment 118.  
 Supplies/Office & School 133.  
 Mileage @\$.56.5/mile 125.

**Total Operational** \$11,439

**Consultants** Training/ Cross Cultural/ Professional 310  
**Total Consultants** \$310.

**TOTAL PROGRAM COST** \$51, 774.

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Jill Royce  
 Executive Director  
 June 6, 2017



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 Tamara Teffeteller Therapy Services, 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: 01-6512-0-500L-3110-5800 249-5198

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: \_\_\_\_\_

Approved at Site by\*: [Signature] Date: 8/17/17  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: \_\_\_\_\_  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michelle Fotouhi Phone #: (707) 528-5322  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 24<sup>th</sup> 2017 Proposed Contract End Date: June 1<sup>st</sup> 2018

Requisition #: \_\_\_\_\_

BUSINESS SERVICES USE ONLY

Verified Receipt of:     Insurance(s)     W-9 Form     HR Clearance, if applicable  
Funding Source /Funding Category verified:  YES     NO    Board Approval Date: \_\_\_\_\_

Verified by: R18-01534 Date: \_\_\_\_\_  
Fiscal Services Authorizer    LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to psychologist.  
Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct Psychology Services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.  
Consultant shall provide psychologist with laptop/computer.

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24<sup>th</sup> 2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 24<sup>th</sup>, 2017, and will continue through June 1<sup>st</sup>, 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 Eighteen Thousand Dollars (\$ 118,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices.  
Parties agree vendors shall be paid \$90.00 /hour at 30 hours/week.  
Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

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?):

- Contractor shall keep an electronic log of activities including: students met, # of minutes, and type of activity. This log can be done through SRCS vendor Paradigm or via a spreadsheet and must be turned in with any invoice. Payment for any invoice may be withheld pending satisfactory receipt of this electronic log.
- Any information presented at an Initial IEP or to a parent, must first be delivered to the Case Manager and or the Program Manager at least 48 hours in advance of the presentation. Failure to do so will result in a fine of \$100 per 24 hour (or pro rata amount) the report is not presented.
- Measurable Metrics;
  - Vendor to attend all IEP meetings as required,
  - Vendor to be prepared with reports while at all IEP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency;
  - Quarterly
  - Semester; and
  - End of Year

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.

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- (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.

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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](mailto:dmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Tamara Teffeteller

5931 Telegraph Ave

Oakland, CA 94609

(310) 799-0342

tamarateff@yahoo.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: \_\_\_\_\_

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

Steve Mizera \_\_\_\_\_

Print Name: Tamara Teffeteller

\_\_\_\_\_  
Assistant Superintendent

Title: CEO

707-528-5322

Phone: \_\_\_\_\_



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 Mediscan Staffing Services, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

X 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 01-6512-0-5750-3110-5800-398-5198

Funding Category: [ ] Base [ ] Supplemental [ ] Concentration
X Restricted: [ ] Other:

For Billing (if applicable): [ ] Bill to: Billing frequency:

Contract is: [ ] New X Renewal [ ] Addendum [ ] Amendment

Number of Individuals Served: Students identified as needing services

Approved at Site by\*: [Signature] Date: 8/17/17

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [ ] Date:
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michelle Fotouhi Phone #: (707)528-5322
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15th 2017 Proposed Contract End Date: June 30th 2018

Requisition #: [ ]

BUSINESS SERVICES USE ONLY

Verified Receipt of: [ ] Insurance(s) [ ] W-9 Form [ ] HR Clearance, if applicable
Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date:

Verified by: R18-01524 Date:
Fiscal Services Authorizer LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to psychologist.  
Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct Psychology Services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.  
Consultant shall provide psychologist with laptop/computer.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017, and will continue through June 30, 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 One Hundred and Twenty Five Thousand . Eight Hundred Dollars (\$125,800 .). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices.  
Parties agree vendors shall be paid \$85/hour at 40 hours/week.  
Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

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?):

- Contractor shall keep an electronic log of activities including: students met, # of minutes, and type of activity. This log can be done through SRCS vendor Paradigm or via a spreadsheet and must be turned in with any invoice. Payment for any invoice may be withheld pending satisfactory receipt of this electronic log.

- Any information presented at an Initial IEP or to a parent, must first be delivered to the Case Manager and or the Program Manager at least 48 hours in advance of the presentation. Failure to do so will result in a fine of \$100 per 24 hour (or pro rata amount) the report is not presented.
- Measurable Metrics:
  - Vendor to attend all IEP meetings as required,
  - Vendor to be prepared with reports while at all IEP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency:
  - Quarterly
  - Semester; and
  - End of Year

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

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@sres.k12.ca.us](mailto:dmartin@sres.k12.ca.us)

**CONTRACTOR:**

Mediscan Staffing Services

20150 Califa St.

Woodland Hills, CA 91367

(818-462-0000

[schoolcontracts@mediscan.net](mailto:schoolcontracts@mediscan.net)

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**

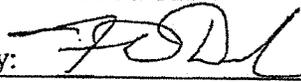
By: \_\_\_\_\_  
Signature

Steve Mizera  
Typed Name

Assistant Superintendent  
Title

707-528-5322  
Telephone Number

**CONTRACTOR**

By:   
Signature

Dennis Ducham  
Typed Name

President  
Title

818-462-0000  
Telephone Number



# Focus 5 Inc.

## AGREEMENT FOR SERVICES

ArtsIntegrationConsulting.com

703-550-0281

9606 Crayford Court, Burke, VA 22015

This agreement is made this *28<sup>th</sup> day of June 2017*, by and between **Focus 5 Inc.** ("ARTIST"), and **Santa Rosa Charter School for the Arts** ("SPONSOR"), whose address is, **756 Humboldt Street, Santa Rosa, CA 95404.**

Whereas, it is the desire and intent of the SPONSOR to obtain the services of Focus 5 Inc., the aforementioned ARTIST, under the terms and conditions hereinafter set forth and,

WHEREAS, it is the desire and intent of the ARTIST to perform the services under the terms and conditions hereinafter set forth,

THE SPONSOR AND THE ARTIST hereby agree as follows:

1. The SPONSOR agrees to pay the ARTIST to cover the following costs:

- A stipend for the services described herein amounting to the sum of **\$1,500.00.**
- \$50 per day per diem for one day, totaling \$50.00.
- Up to two nights of lodging (hotel must have interior entrances and a restaurant).
- Round trip airfare from SAN.
- Rental car and associated expenses (or SPONSOR agrees to provide ground transportation to and from airport, hotel and contracted event).

***An invoice will be sent to SPONSOR after the event.***

2. The SPONSOR agrees to pay the ARTIST on or before *October 21<sup>st</sup> 2017*. A \$25 service fee will be charged for returned checks. **Checks will be made payable to: Focus 5 Inc. (Federal Id#: 51-0509518)**

3. The ARTIST agrees to contract **Melanie Rick** to conduct:

DATE	TIME	SERVICE
Wednesday, September 20 <sup>th</sup> 2017	TBD	<b>Demonstration Teaching</b> – in up to four classes (ALL teachers observe at least one lesson) <b>Professional Development Workshop: Visual Literacy – Session 1 of 4</b> (2 or 3 hours)

4. The SPONSOR agrees to have a large open space available, with chairs in a semi circular arrangement. Furthermore the following will be provided by the SPONSOR:  
**LCD projector and screen**
5. The ARTIST agrees to provide handouts for the workshops to be delivered either electronically or by parcel post within one month of the service date. The SPONSOR agrees to duplicate the handout for each participant.
6. The SPONSOR and the ARTIST will, mutually agree upon any scheduling appearing as "TBD" in this agreement.
7. The SPONSOR agrees that all materials developed by the ARTIST are property of the ARTIST. All rights, including but not limited to the rights to perform, duplicate, make derivatives, license, sell, etc. belong to the ARTIST. SPONSOR agrees that all materials are to be made available to the workshop participants only and are not to be given away or sold to people or organizations that do not participate in the workshops without the express permission of the ARTIST.

8. It is hereby understood and agreed by the parties that the ARTIST’S relationship with the SPONSOR is that of an independent contractor and as such is responsible for any and all applicable taxes. Independent Contractor shall withhold all taxes required to be withheld under the Internal Revenue Code and other laws.
9. The obligations of the ARTIST to fulfill the terms of this agreement shall be waived in the event "force majeure" (such as but not limited to war, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any governmental restriction) prevents either party from fulfilling its obligations under this agreement. The ARTIST shall determine in its sole discretion if an event of "force majeure" has occurred.
10. If the SPONSOR cancels the contract within 4 weeks of the service date, the ARTIST shall be entitled to 50% of the contract fee plus expenses occurred up until the termination. If the SPONSOR cancels the contract within 2 weeks of the service date, the ARTIST shall be entitled to 100% of the contract fee plus expenses occurred up until the termination.
11. SPONSOR agrees not to video or audiotape the ARTIST.
12. Focus 5 Inc., but not any trustee, officer, employee or agent thereof, shall be obligated under this agreement.

SPONSOR:

ARTIST:

\_\_\_\_\_  
 André R. Bell  
 Assistant Superintendent of Business Services

*Melanie Rick*

\_\_\_\_\_  
 Melanie Rick, Focus 5 Inc.

\_\_\_\_\_  
 Date

June 28<sup>th</sup> 2017  
 Date

**Contact Information:**

Kristen Vogel  
 Principal  
 Santa Rosa Charter School for the Arts  
 756 Humboldt Street  
 Santa Rosa, CA 95404  
 707-522-3170

**Contact Person:**

Melissa Wilde  
 Arts Coordinator  
 Santa Rosa Charter School for the Arts  
 707-217-6128 (cell phone)  
[Mwilde@srcs.k12.ca.us](mailto:Mwilde@srcs.k12.ca.us)

Denise Martin  
[Dmartin@srcs.k12.ca.us](mailto:Dmartin@srcs.k12.ca.us)

Nadia Talbot  
 Elementary School Office Manager  
[Ntalbot@srcs.k12.ca.us](mailto:Ntalbot@srcs.k12.ca.us)

**Contact Information:**

Melanie Rick  
 Director  
 Focus 5 Inc.  
 9606 Crayford Court  
 Burke, VA 22015  
 703-472-8264 (cell phone)  
 703-550-0281  
[Melanie.focus5@gmail.com](mailto:Melanie.focus5@gmail.com)



# Focus 5 Inc.

## AGREEMENT FOR SERVICES

ArtsIntegrationConsulting.com

703-550-0281

9606 Crayford Court, Burke, VA 22015

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WHEREAS, it is the desire and intent of the ARTIST to perform the services under the terms and conditions hereinafter set forth,

THE SPONSOR AND THE ARTIST hereby agree as follows:

1. The SPONSOR agrees to pay the ARTIST to cover the following costs:

- A stipend for the services described herein amounting to the sum of **\$3,000.00**.
- \$50 per day per diem for two days, totaling \$100.00.
- Up to three nights of lodging (hotel must have interior entrances and a restaurant).
- Round trip airfare from SAN.
- Rental car and associated expenses (or SPONSOR agrees to provide ground transportation to and from airport, hotel and contracted event).

*An invoice will be sent to SPONSOR after the event.*

2. The SPONSOR agrees to pay the ARTIST on or before December 3<sup>rd</sup> 2017. A \$25 service fee will be charged for returned checks. **Checks will be made payable to: Focus 5 Inc. (Federal Id#: 51-0509518)**

3. The ARTIST agrees to contract **Melanie Rick** to conduct:

DATE	TIME	SERVICE
Wednesday, November 1 <sup>st</sup> 2017	TBD	<b>Instructional Coaching</b> with each teacher (20 minute visits in each teacher's classroom/15 minutes of a lesson followed by a 5 minute reflection. Specific criteria is given to teachers so they know exactly what we are looking for during the observation.) <b>Visual Literacy Professional Development Workshop Session 2 of 4</b> (2 hours)
Thursday, November 2 <sup>nd</sup> 2017	TBD	<b>Demonstration Teaching</b> in up to four classes. (ALL teachers observe at least one lesson.)

4. The SPONSOR agrees to have a large open space available, with chairs in a semi circular arrangement. Furthermore the following will be provided by the SPONSOR:  
**LCD projector and screen**

5. The ARTIST agrees to provide handouts for the workshops to be delivered either electronically or by parcel post within one month of the service date. The SPONSOR agrees to duplicate the handout for each participant.

6. The SPONSOR and the ARTIST will, mutually agree upon any scheduling appearing as "TBD" in this agreement.

7. The SPONSOR agrees that all materials developed by the ARTIST are property of the ARTIST. All rights, including but not limited to the rights to perform, duplicate, make derivatives, license, sell, etc. belong to the ARTIST. SPONSOR agrees that all materials are to be made available to the workshop participants only and are not to be given away or sold to people or organizations that do not participate in the workshops without the express permission of the ARTIST.

8. It is hereby understood and agreed by the parties that the ARTIST'S relationship with the SPONSOR is that of an independent contractor and as such is responsible for any and all applicable taxes. Independent Contractor shall withhold all taxes required to be withheld under the Internal Revenue Code and other laws.
9. The obligations of the ARTIST to fulfill the terms of this agreement shall be waived in the event "force majeure" (such as but not limited to war, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any governmental restriction) prevents either party from fulfilling its obligations under this agreement. The ARTIST shall determine in its sole discretion if an event of "force majeure" has occurred.
10. If the SPONSOR cancels the contract within 4 weeks of the service date, the ARTIST shall be entitled to 50% of the contract fee plus expenses occurred up until the termination. If the SPONSOR cancels the contract within 2 weeks of the service date, the ARTIST shall be entitled to 100% of the contract fee plus expenses occurred up until the termination.
11. SPONSOR agrees not to video or audiotape the ARTIST.
12. Focus 5 Inc., but not any trustee, officer, employee or agent thereof, shall be obligated under this agreement.

SPONSOR:

ARTIST:

\_\_\_\_\_  
André R. Bell  
Assistant Superintendent of Business Services

*Melanie Rick*  
\_\_\_\_\_  
Melanie Rick, Focus 5 Inc.

\_\_\_\_\_  
Date

June 28<sup>th</sup> 2017  
Date

**Contact Information:**

Kristen Vogel  
Principal  
Santa Rosa Charter School for the Arts  
756 Humboldt Street  
Santa Rosa, CA 95404  
707-522-3170

**Contact Person:**

Melissa Wilde  
Arts Coordinator  
Santa Rosa Charter School for the Arts  
707-217-6128 (cell phone)  
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- Round trip airfare from SAN.
- Rental car and associated expenses (or SPONSOR agrees to provide ground transportation to and from airport, hotel and contracted event).

***An invoice will be sent to SPONSOR after the event.***

2. The SPONSOR agrees to pay the ARTIST on or before *January 15<sup>th</sup> 2018*. A \$25 service fee will be charged for returned checks. **Checks will be made payable to: Focus 5 Inc. (Federal Id#: 51-0509518)**
3. The ARTIST agrees to contract **Melanie Rick** to conduct:

DATE	TIME	SERVICE
Wednesday, December 13 <sup>th</sup> 2017	TBD	<i>Instructional Coaching</i> with each teacher. <i>Visual Literacy Professional Development Workshop Session 3 of 4</i> (2 hours)
Thursday, December 14 <sup>th</sup> 2017	TBD	<i>Demonstration Teaching</i> in up to four classes (ALL teachers in observe at least one lesson.)

4. The SPONSOR agrees to have a large open space available, with chairs in a semi circular arrangement. Furthermore the following will be provided by the SPONSOR:  
**LCD projector and screen**
5. The ARTIST agrees to provide handouts for the workshops to be delivered either electronically or by parcel post within one month of the service date. The SPONSOR agrees to duplicate the handout for each participant.
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9. The obligations of the ARTIST to fulfill the terms of this agreement shall be waived in the event "force majeure" (such as but not limited to war, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any governmental restriction) prevents either party from fulfilling its obligations under this agreement. The ARTIST shall determine in its sole discretion if an event of "force majeure" has occurred.
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SPONSOR:

\_\_\_\_\_  
André R. Bell  
Assistant Superintendent of Business Services

\_\_\_\_\_  
Date

**Contact Information:**

Kristen Vogel  
Principal  
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**Contact Person:**

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ARTIST:

*Melanie Rick*

\_\_\_\_\_  
Melanie Rick, Focus 5 Inc.

June 28<sup>th</sup> 2017  
Date

**Contact Information:**

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703-550-0281

9606 Crayford Court, Burke, VA 22015

This agreement is made this 28<sup>th</sup> day of June 2017, by and between **Focus 5 Inc.** ("ARTIST"), and **Santa Rosa Charter School for the Arts** ("SPONSOR"), whose address is, **756 Humboldt Street, Santa Rosa, CA 95404**.

Whereas, it is the desire and intent of the SPONSOR to obtain the services of Focus 5 Inc., the aforementioned ARTIST, under the terms and conditions hereinafter set forth and,

WHEREAS, it is the desire and intent of the ARTIST to perform the services under the terms and conditions hereinafter set forth,

THE SPONSOR AND THE ARTIST hereby agree as follows:

1. The SPONSOR agrees to pay the ARTIST to cover the following costs:

- A stipend for the services described herein amounting to the sum of **\$3,000.00**.
- \$50 per day per diem for two days, totaling \$100.00.
- Up to three nights of lodging (hotel must have interior entrances and a restaurant).
- Round trip airfare from SAN.
- Rental car and associated expenses (or SPONSOR agrees to provide ground transportation to and from airport, hotel and contracted event).

***An invoice will be sent to SPONSOR after the event.***

2. The SPONSOR agrees to pay the ARTIST on or before May 20<sup>th</sup> 2018. A \$25 service fee will be charged for returned checks. **Checks will be made payable to: Focus 5 Inc. (Federal Id#: 51-0509518)**

3. The ARTIST agrees to contract **Melanie Rick** to conduct:

DATE	TIME	SERVICE
Wednesday, April 18 <sup>th</sup> 2018	TBD	<i>Instructional Coaching</i> with each teacher. <i>Visual Literacy Professional Development Workshop Session 4 of 4</i> (2 hours)
Thursday, April 19 <sup>th</sup> 2018	TBD	<i>Demonstration Teaching</i> in up to four classes (ALL teachers observe at least one lesson.)

4. The SPONSOR agrees to have a large open space available, with chairs in a semi circular arrangement. Furthermore the following will be provided by the SPONSOR:  
**LCD projector and screen**
5. The ARTIST agrees to provide handouts for the workshops to be delivered either electronically or by parcel post within one month of the service date. The SPONSOR agrees to duplicate the handout for each participant.
6. The SPONSOR and the ARTIST will, mutually agree upon any scheduling appearing as "TBD" in this agreement.
7. The SPONSOR agrees that all materials developed by the ARTIST are property of the ARTIST. All rights, including but not limited to the rights to perform, duplicate, make derivatives, license, sell, etc. belong to the ARTIST. SPONSOR agrees that all materials are to be made available to the workshop participants only and are not to be given away or sold to people or organizations that do not participate in the workshops without the express permission of the ARTIST.

8. It is hereby understood and agreed by the parties that the ARTIST'S relationship with the SPONSOR is that of an independent contractor and as such is responsible for any and all applicable taxes. Independent Contractor shall withhold all taxes required to be withheld under the Internal Revenue Code and other laws.
9. The obligations of the ARTIST to fulfill the terms of this agreement shall be waived in the event "force majeure" (such as but not limited to war, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any governmental restriction) prevents either party from fulfilling its obligations under this agreement. The ARTIST shall determine in its sole discretion if an event of "force majeure" has occurred.
10. If the SPONSOR cancels the contract within 4 weeks of the service date, the ARTIST shall be entitled to 50% of the contract fee plus expenses occurred up until the termination. If the SPONSOR cancels the contract within 2 weeks of the service date, the ARTIST shall be entitled to 100% of the contract fee plus expenses occurred up until the termination.
11. SPONSOR agrees not to video or audiotape the ARTIST.
12. Focus 5 Inc., but not any trustee, officer, employee or agent thereof, shall be obligated under this agreement.

SPONSOR:

ARTIST:

\_\_\_\_\_  
André R. Bell  
Assistant Superintendent of Business Services

*Melanie Rick*  
\_\_\_\_\_  
Melanie Rick, Focus 5 Inc.

\_\_\_\_\_  
Date

June 28<sup>th</sup> 2017  
Date

**Contact Information:**

Kristen Vogel  
Principal  
Santa Rosa Charter School for the Arts  
756 Humboldt Street  
Santa Rosa, CA 95404  
707-522-3170

**Contact Person:**

Melissa Wilde  
Arts Coordinator  
Santa Rosa Charter School for the Arts  
707-217-6128 (cell phone)  
[Mwilde@srcs.k12.ca.us](mailto:Mwilde@srcs.k12.ca.us)

Denise Martin  
[Dmartin@srcs.k12.ca.us](mailto:Dmartin@srcs.k12.ca.us)

Nadia Talbot  
Elementary School Office Manager  
[Ntalbot@srcs.k12.ca.us](mailto:Ntalbot@srcs.k12.ca.us)

**Contact Information:**

Melanie Rick  
Director  
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