

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**CITY OF SANTA ROSA HIGH SCHOOL DISTRICT**

This Agreement is made and entered into on August 23, 2017, by and between City of Santa Rosa High School District, hereinafter referred to as "District," and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as "Attorney."

WHEREAS, District retained Attorney to provide bond counsel and disclosure counsel services with regard to the issuance of its Measure I general obligation bonds, and now desires to retain Attorney to provide bond counsel and disclosure counsel services associated with the issuance and sale of its 2017 General Obligation Refunding Bonds ("Bonds").

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**A. SCOPE OF WORK**

District appoints Attorney as Bond Counsel and Disclosure Counsel for the issuance of the Bonds ("Bond Services").

1. Bond Services: As Bond Counsel, Attorney will:

- Consult with the District and its staff, the County, and the District's financial advisor and underwriter, escrow agent, paying agent and other members of the finance team concerning the Bonds and the timing, terms and structure of each offering;
- Prepare resolution(s) (or similar issuance document) and all other legal documents and agreements that are necessary for the authorization, issuance and sale of Bonds, including required resolutions of the County, if necessary, nonprofit corporations or joint powers agencies, as applicable, escrow agents, paying agents and other necessary legal documentation;
- Attend up to two (2) in-person meetings of the District governing board and with the District's financial advisor and other consultants regarding the issuance and sale of the Bonds, as needed or requested; and coordinate the finance team as necessary for the review of documents and finance plans;
- Prepare the final Bonds and closing documents; organize and conduct the bond closing; render a final legal opinion at the time of delivery of and receipt of payment for the Bonds; and review post-closing legal compliance requirements with the District.

2. Disclosure Counsel Services: As Disclosure Counsel, Attorney will:

- Prepare the Preliminary Official Statement, the final Official Statement, and continuing disclosure certificate which accompanies the latter, for use in marketing and sale of Bonds;
- Deliver of a disclosure counsel opinion at closing; and
- Review of Continuing Disclosure filing status pursuant to MSRB Rule 15c2-12.

**B. EXCLUDED SERVICES**

The following additional services are excluded from Bond Services and are subject to the payment provisions on an hourly basis at the rate of \$300 per hour or as otherwise agreed by the Parties in writing. These include:

- Capital project planning, implementation, construction, and litigation;

- Applications for Private Letter Rulings from the IRS;
- Negotiation of investment contracts;
- In-person participation in Finance Team or Governing Board meetings exceeding two during the transaction;
- In-person participation in rating agency meetings or bond insurance agencies outside California;
- Assistance with the ongoing maintenance, training or support of a Citizen's Bond Oversight Committee;
- Post-closing research requiring more than one hour to complete.

**C. PAYMENT**

1. Bond Counsel Services shall be compensated a set fee of \$45,000, plus reimbursement of expenses of \$1,500. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds.

2. Disclosure Counsel Services shall be compensated a set fee of \$20,000, plus reimbursement of expenses of \$1,500. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds.

**D. TERM AND TERMINATION**

1. Term. The term of this Agreement shall expire upon completion of the bond closing, unless sooner terminated.

2. Termination or Abandonment of Financing. If for any reason the Bond issuance is permanently abandoned or terminated prior to the issuance of the Bonds, then District shall compensate DWK for services performed up to the date of the abandonment or termination of the proposed financing at the rate of \$300 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses.

3. Termination of Attorney. District may terminate DWK without cause upon 30 days' written notice to Attorney; provided, however, that if District terminates these services after Attorney has rendered Bond Services on any bond issuance, then District shall pay Attorney for services rendered, at the rate of \$300 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses.

**E. OTHER PROVISIONS**

1. Malpractice Coverage. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

2. Performance of Obligations. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement.

3. Independent Contractor. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

4. Use of Subconsultants/SubContractors. Attorney uses the services of legal sub-consultants and independent contractors from time to time on finance transactions, including federal taxation specialists, which costs are paid in full by Attorney without additional expense to District. District consents to the use of such sub-consultants or independent contractors at Attorney's discretion.

5. Conflicts of Interest. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs, and bond underwriters on an occasional basis, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

\_\_\_\_\_  
Andre R. Bell  
Assistant Superintendent, Business Services

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY



\_\_\_\_\_  
Janet L. Mueller  
Attorney at Law

\_\_\_\_\_  
8-14-17

\_\_\_\_\_  
Date



\_\_\_\_\_  
Meredith Johnson  
Attorney at Law

\_\_\_\_\_  
8/14/17

\_\_\_\_\_  
Date

## **Homeless Youth and Children Education Program Grant**

**Sonoma County Office of Education  
Alternative Education Student Support Services  
Foster Youth Services Coordination Program  
August 1, 2017 – June 30, 2018**

**Memorandum of Understanding  
Drafted 7/31/2017**

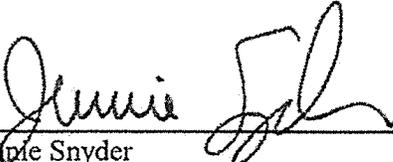
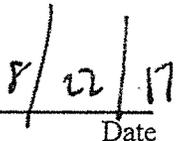
This Memorandum of Understanding stands as evidence that the Sonoma County Office of Education and Santa Rosa City Schools intend to work together to support the educational needs of youth experiencing homelessness, identified under the McKinney-Vento Act. To this end, each agency agrees to participate as follows:

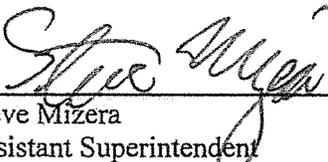
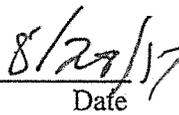
1. The Sonoma County Office of Education will coordinate the following McKinney-Vento related services:
  - Programmatic and administrative support to districts;
  - County-wide in-service training;
  - Individualized information and training for school personnel on an as-needed basis;
  - Responding to inquiries from students, families, and agency partners, and assisting individuals in contacting school district McKinney-Vento Liaisons; and
  - Complying with all state requirements for grant evaluation reporting;
  
2. Specifically, Santa Rosa City Schools will receive \$12,000 to:
  - Review and, if needed, revise relevant Board Policies and Administrative Regulations to insure compliance with McKinney-Vento legislation;
  - Insure that McKinney-Vento informational posters in both Spanish and English are posted at every school site, and the district office;
  - Coordinate school and community services for students/families and support student access to school services;
  - Provide transportation support in accordance with McKinney-Vento guidelines, and assist feeder schools through providing technical support and coordination related to transportation;
  - As needed, develop or strengthen the implementation of a district-wide process for gathering residency information, identifying students who qualify as homeless

under McKinney-Vento, notifying families of their rights to services, and providing appropriate supports;

- Increase opportunities for staff to engage in professional development activities related to topics such as trauma-informed practice and youth empowerment;

We, the undersigned, as authorized representatives of Sonoma County Office of Education and Santa Rosa City Schools, do hereby approve this document.

   
\_\_\_\_\_  
Jennie Snyder  
Deputy Superintendent  
Sonoma County Office of Education

   
\_\_\_\_\_  
Steve Mizera  
Assistant Superintendent  
Santa Rosa City Schools

## LEASE

This lease is between Santa Rosa City High School District ("Landlord"), 211 Ridgway Avenue, Santa Rosa, California 95401, and Dawn Stornetta ("Tenant"), who agree as follows:

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord the following premises: The residential house located on AP 058-030-004 (as further described on the map attached hereto) located on the District's property at 4260 Alba Lane, Santa Rosa, California. The outbuildings shown on the map are not included in this lease. (They will be utilized by Santa Rosa High School Agriculture Program.)

2. Term. The term of this lease shall commence on August 1, 2017 and shall expire on August 1, 2018.

3. Holdover by Tenant. If Tenant remains in possession of the Premises with the consent of Landlord after the expiration of this lease, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof but shall be terminable upon thirty (30) days written notice served by either party.

4. Rent. Tenant shall pay Landlord, without demand, monthly rent for the Premises in the amount of \$750, payable in advance on the first day of each month commencing August 1, 2017. The rate shall increase annually on August 1, 2018 of each year by \$25 per month.

5. Security Deposit. The Tenant shall deposit with Landlord One Hundred Dollars (\$100.00) as security for the faithful performance by Tenant of the terms of this lease. This deposit shall be returned to Tenant without interest within three weeks after Tenant has vacated the Premises less any permissible back charges in accordance with the Civil Code requirements governing security deposits.

6. Additional Duties in Lieu of Additional Rent. In addition to the rent specified in paragraph 4 above, Tenant shall devote twenty (20) hours each month maintaining and improving the Premises and/or the surrounding property that is utilized by the Santa Rosa High School Agriculture Program. Upon request, Tenant shall provide Landlord a written time sheet that indicates hours, the tasks, and other information as required by Landlord. All projects and permanent improvements must be authorized in advance in writing by Landlord. Tenant shall also provide regular surveillance of the Landlord's adjoining property, including wetlands, and shall immediately report any suspected or actual trespass, vandalism or other illegal act to Landlord and appropriate law enforcement authorities.

7. Ownership of Improvements. All alterations, changes, and improvements to the Premises and any fixtures installed by Tenant shall be the property of Landlord.

8. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall be entitled to the quiet enjoyment of the Premises for the agreed term.

9.Use of Premises. The premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part thereof shall be used at any time during the term of this lease by Tenant, unless authorized in writing by Landlord, for the purpose of carrying on any business, profession, or trade of any kind or for any purpose, other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises during the term of this lease.

10.One Occupant. The premises shall be solely occupied by Tenant. Additional persons may occupy the Premises only with the written consent of Landlord.

11.Condition of Premises. Tenant agrees that he/she has carefully examined the Premises prior to occupancy, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe and clean condition.

12.Assignment and Subletting. Tenant shall not assign this lease or sublet or grant any license to use the Premises or any part thereof without written consent of the Landlord. The consent by Landlord to one assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and shall, at Landlord's option, terminate this lease.

13.Damage to Premises. If the Premises, or any part thereof, are partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his or her family, agent, or visitor(s), the Premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which the Premises are untenantable; provided that in the event of damage by fire or other casualty in the amount of more than Five Thousand Dollars (\$5,000.00), as determined by Landlord, Landlord shall have the option of not rebuilding or repairing, in which event the term of this lease shall end and the rent shall be prorated to the time of the damage.

14.Dangerous Materials. Tenant shall not keep on the Premises any item of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company or regulatory agency.

15.Utilities. Tenant shall be responsible for arranging for and shall pay for all utility services required at the Premises.

16.Maintenance and Repair. Tenant shall, at his or her sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this lease and any renewal hereof. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order; keep the furnace clean; keep the walks free from dirt and debris; keep the plants watered; and shall make all required repairs to the plumbing, appliances, heating apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor(s). Tenant shall promptly advise Landlord of the need for any major repairs to the Premises.

17. Animals. Tenant may keep domestic or other animals on the Premises subject to prior written approval of Landlord; however Landlord has at all times the right to request removal of any such animal(s) that are deemed by Landlord to be harmful to the property or are the cause of adverse relations with other parties, including neighbors.

18. Inspection of Premises. Landlord shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. Landlord shall provide Tenant with at least 72 hours advance notice of any such inspection.

19. Display of Signs by Lessor. Landlord or its agent may display "For Sale," "For Rent," or "Vacancy" signs on the Premises and may, upon prior reasonable notice to Tenant, show the property to prospective purchasers or tenants.

20. No Smoking. No smoking is allowed on the Premises.

21. Renter's Insurance. Tenant is advised to obtain renter's insurance to cover the loss of Tenant's property at the Premises.

22. Smoke Detectors. Tenant shall regularly test all smoke detectors at the Premises and promptly report any problems in writing to the Landlord. Tenant shall replace batteries as necessary.

23. Subordination of Lease. This lease and Tenant's interest hereunder are and shall be subordinate to any liens or encumbrances now or hereafter placed on the Premises by Landlord.

24. Surrender of Premises. At the expiration of the lease term, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

25. Default by Tenant. The occurrence of any of the following shall constitute a default by Tenant:

(a) Failure to pay rent when due, if the failure continues for three (3) days after notice has been given to Tenant.

(b) Abandonment and vacation of the premises [i.e. failure to occupy the premises for fifteen (15) consecutive days shall be deemed an abandonment and vacation].

(c) Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) days after notice has been given to Tenant. If the default cannot reasonably be cured within three (3) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the three (3)-day period and diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive;

they are cumulative in addition to any remedies now or later allowed by law:

- (1) Landlord can continue this lease in full force and effect and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them or any part of them to third parties for Tenant's account. Reletting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this lease unless Landlord notifies Tenant that Landlord elects to terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the premises, if Tenant obtains Landlord's written consent, Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability.
- (2) Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
  - i. The worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this lease;
  - ii. The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
  - iii. The worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and
  - iv. Any other amount and court costs necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

v. "The worth, at the time of the award," as used in (i) and (ii) of this paragraph, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth, at the time of the award," as referred to in (iii) of this paragraph, is to be computed by discounting the amount at the discount

rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

26. Other

- (a) Tenant agrees that an operable deadbolt lock for the main entry door and locking devices for all windows that are designed to open have been provided. Through the term of the lease, Landlord, at its expense, shall maintain all such devices, as well as those that were in place in the Premises at the commencement of the lease term, but only after being notified by Tenant that one or more of such devices has become inoperable. (Civ. Code sec. 1941.3)
- (b) Tenant agrees that one working telephone jack and supporting interior telephone wiring have been provided. Landlord, at its expense, shall maintain such interior wiring in good order through the term of the lease. (Civ. Code sec. 1941.4)

27. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and approved assigns of the parties hereto and all covenants are to be construed as conditions of this lease.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

SANTA ROSA CITY HIGH SCHOOL  
DISTRICT, Landlord

By \_\_\_\_\_  
Dawn Stornetta, Tenant

By \_\_\_\_\_  
André R. Bell, Asst. Supt., Business

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Patrick Wilson, December 2010  
Legal Counsel



**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 Jack Stanley Correia, 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:** 01-6512-0-5750-3110-5800-398-5198 (20%)  
01-6500-0-5770-3120-1210-198-9795 (80%)

**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:** Students identified as needing services

**Approved at Site by\*:** \_\_\_\_\_ Date: \_\_\_\_\_  
\* 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:** 8/15/2017    **Proposed Contract End Date:** 6/30/2018

**Requisition #:** R18-01902

**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.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15<sup>th</sup>, 2017, and will continue through June 30<sup>th</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 Thirty Thousand Dollars (\$30,000). 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 **\$85.00** /hour at \_\_\_ 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 not be required to pay the Vendor a service fee due to agreeing to increased fees for the 2017-2018 school year."

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

**CONTRACTOR:**

Jack Stanley Correia

1418 Range Ave #204

Santa Rosa, CA 95401

(201) 491-7141

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.

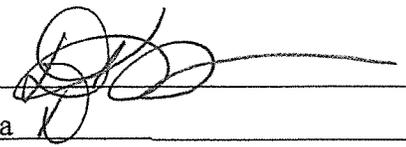
24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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:   
Diann Kitamura  
Superintendent

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Email: \_\_\_\_\_  
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 Elspeth Muelrath, 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: 01-0500-0-1140-1000-4300-111-E128.

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

[ ] Restricted: [X] Other: N/A

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

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

Number of Individuals Served: 440

Approved at Site by\*: [Signature] Date: 7/27/17

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Phone #:

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9-1-17 Proposed Contract End Date: 5/31/18

Requisition #: R18-01102

FOR BUSINESS SERVICES USE ONLY

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

Verified by: Date:

Carolyn Bischof, Fiscal Services Executive Director

PAGE 1 LAST REVISED ON 5-11-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

To pay Contractor from Title I monies

(b) CONTRACTOR's Responsibilities and Duties:

Teach art lessons to students at Steele Lane Elementary students as dictated by Steele Lane Education Foundation (SLEF) for school year 2016-17. maintain an inventory of art lessons and supplies. Both should be provided to SLEF when requested.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - Sept. 1, 2017, and will continue through May 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 Four thousand nine hundred ninety-two Dollars (\$ 4,992). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Contractor shall be paid monthly upon receiving an invoice from contractor for lessons taught.

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?):

Engagement in art experience writing (ELA). Increase connectedness to school and school community via art show, possible murals. Increase parent participation on open house art show.

[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]

school and school community via art show, possible murals. Increase parent participation on open house art show.

[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]

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

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

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

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

Provides safe and inviting facilities with current technology.

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. Indemnification:

(a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss,

damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

- (e) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall

not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.”  
**[Required if Professional Services is checked on first page]**

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-528-5381  
[dmartin@srcs.k12.ca.us](mailto:dmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Elspeth Muelrath  
3271 Claremont Drive  
Santa Rosa, CA 95405  
707.546.1261  
elliemuelrath@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 \_\_\_\_\_, 2017.

**DISTRICT**

**CONTRACTOR**

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

By: Elsbeth Muelrath

Signature

Signature

Steven J. Eichman

Elsbeth Muelrath

Typed Name

Typed Name

Assistant Superintendent Business Services

Art Docent

Title

Title

707-528-5831

707.546.1261

Telephone Number

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 Felicia Gealey, hereinafter referred to as "CONTRACTOR".

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: 01-0500-0-1140-1000-4300-111-E128

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

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

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

Number of Individuals Served: 440

Approved at Site by\*: [Signature] Date: 7/28/17 \*Signature FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Lorena Gonzalez /Steele Lane Phone #: 707.522.3260 Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9/1/2017 Proposed Contract End Date: 5/31/2018

Requisition #: R17-04320

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: André Bell, Assistant Superintendent, Business Services Date: LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

To pay the Title 1 money to contractor.

(b) CONTRACTOR's Responsibilities and Duties:

Facilitate outdoor education with hands on experience in the school garden, along with the teacher to support literacy related to NGSS as well as some garden up keep. #8 & #3 on the SPSA Literacy goal pages 16 thru 17.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 1, 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 \$4000.00 Dollars (\$ \_\_\_\_\_). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Is to pay contractor monthly.

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?):

Number of students visiting/working in the garden each month. Student writing sample plus lessons done in the garden.

students? How will/is it measured?): Number of students visiting/working in the garden each month. Student writing sample plus lessons done in the garden.

[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]

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability

Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

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

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

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

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-528-5381  
[dmartin@srcs.k12.ca.us](mailto:dmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Felicia Gealey  
736 Tupper Street  
Santa Rosa, CA 95404  
707.367.5101  
Felicia82@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**

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

Andrè Bell  
Typed Name

Assistant Superintendent Business Services  
Title

707-528-5831  
Telephone Number

**CONTRACTOR**

By: Felicia Gealey  
Signature

Felicia Gealey  
Typed Name

Garden Assistant  
Title

(707) 367-5101  
Telephone Number

# CONTRACT TO PROVIDE TEACHING SERVICES

## ANNUAL AGREEMENT BETWEEN

### SANTA ROSA CITY SCHOOLS

and the

### SONOMA COUNTY OFFICE OF EDUCATION

THIS AGREEMENT is entered into by and between the SANTA ROSA CITY SCHOOLS (hereinafter referred to as the DISTRICT) and the SONOMA COUNTY OFFICE OF EDUCATION (SCOE).

1. SCOE hereby agrees to release Mike Webb, Adaptive Physical Education Teacher, to work for the District at a .20 FTE, which equates to a total of 36 instructional days.

The period of this agreement will begin August 14, 2017 and end June 30, 2018. (You may not obligate SCOE beyond June 30 of the current fiscal year.) The parties may renew the terms and conditions of this agreement to fulfill District's request for Mike Webb's services from July 1, 2018 – June 30, 2019.

Mike Webb, a SCOE employee, will serve as a .20 FTE Adaptive Physical Education Teacher to Santa Rosa City Schools, based upon a 180 day instructional work year as determined by SCOE. Payment for days beyond the SCOE work year will be paid by the District directly to the employee at the employee's daily rate. SCOE and District will collaborate as to the calendaring of work days during the term of this agreement.

2. SCOE will continue to disperse Mike Webb's full salary and benefits from July 1, 2017 through June 30, 2018. District shall reimburse SCOE for a .20 FTE (36 work days) of Mike Webb's actual salary and benefits, unless this agreement is amended to reflect a change in the amount. The estimated annual cost is \$17,675.60 salary plus \$9,082.20 in benefits for a total cost of \$26,757.80.
3. Any travel or other expenses incurred by Mike Webb as directed and approved by the District, will be paid by the District directly to Mike Webb and will not result in additional expenses for SCOE.
4. Any duties assigned to and/or expected of Mike Webb, beyond those that constitute the prearranged agreement with the District, shall not result in any additional cost to SCOE.
5. Upon execution, SCOE shall issue two invoices during this agreement. The first will be issued January 2018 for services August 2017 through December 2017. The final invoice will be issued June 2018 for January 2018 through June 2018 service. The District will reimburse SCOE promptly upon receipt of a numbered invoice(s). SCOE will mail invoices directly to the District.
6. Mike Webb will not be considered an employee of the District and will not acquire any of the rights, privileges, powers, or advantages of an employee including, without limitation, Workers' Compensation, disability, insurance, health plans, vacation, or sick leave pay, or any other benefit available to District employees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

SONOMA COUNTY OFFICE OF EDUCATION  
(SCOE)

SANTA ROSA CITY SCHOOLS  
(DISTRICT)

By: \_\_\_\_\_  
Mary Downey, Deputy Superintendent

By: Steve Mizera  
Steve Mizera, Assistant Superintendent

Date: \_\_\_\_\_

Date: 8/28/17



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 Kerri Berkowitz, hereinafter referred to as "CONTRACTOR".

SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization\* [X] 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: 01-5805-0-1140-1000-5800/5100-249-H202

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

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

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

Number of Individuals Served: Students at BEST Plus Schools

Approved at Site by\*: [Signature] Date: 9-7-17
\*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature] Date: 9-7-17
\*\*Signature-DISTRICT OFFICE DEPT.

Contract Created by: Kaesa Enemark-Coordinator SAFE Phone #: 528-5272
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8-1-17 Proposed Contract End Date: 6-30-17

Requisition #: R18-01983

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: Andre Bell, Assistant Superintendent, Business Services Date:
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District and sites will provide the facilities to conduct the trainings.

(b) CONTRACTOR's Responsibilities and Duties:

**District-wide and School Site Specific BEST Plus System Development**

- Continued development of District-wide model BEST Plus Flowchart that school sites can use to customize, build, and document their own site specific systems and practices (in alignment with the district-wide model).
- Building customized school site BEST Plus systems Developing District-wide BEST Plus flowchart including site examples of practices (Small Group working session facilitation, On-site coaching)  
Total: \$12,000

**Restorative Discipline: Systems Development & Implementation**

- Working with school site discipline teams: Cohorts 1 & 2 & 3
  - Restorative Discipline training (Restorative discipline/trauma informed paradigm shifts & practice)
  - Site specific restorative discipline systems development (working with discipline team and RS on site to build customized protocols and systems)
  - Implementation support/coaching
  - Data collection and progress monitoring tools and systems
- District SAFE Office Discipline Systems  
Work with SAFE office and team to develop district-wide restorative discipline protocols  
Total: \$15,000

**BEST Plus Training Series Full day Trainings:**

- Cohort 3: Tier 1
    - Tier 1 training series
  - Cohort 2: Tier 2
    - Tier 2 training series
  - Cohort 1: Tier 3
    - Tier 3 training series and coaching supports
- Total: \$ 20,000

**Tier 2 & 3 Restorative Interventions & Practices:**

- Strategic planning with BEST Plus leadership team and Rest. Specialist team to build Tier 2 & 3 SRCS RJP interventions/practices in place, determine additional plan for training and supporting Tier 2-3 interventions at school sites
- Bridge Rest. Tier 2-3 systems, data collection and progress monitoring with BEST Plus Tier 2-3 teams  
Total: \$5,000

**Youth Restorative Leadership: Class at Elsie HS and Cook MS**

- 1:1 coaching for the teachers facilitating youth led restorative circles  
Total: \$3,000

**BEST Plus Training Capacity Building and Coaching:**

- Training and coaching supports for BEST Plus Coordinator and other identified SRCS staff to facilitate BEST Plus outreach & trainings for sustainable implementation.  
Total: \$15,000

**Site Leader Program:** Coaching, preparation support, facilitation support:

- Site Leader monthly Prof Learning Community capacity building training/sustainability  
Total: \$4,000

**Restorative Specialists:**

Coaching &/or co-facilitation with BEST Plus Coord.

- Coaching w/ RS's to support them around BEST Plus implementation at sites and working with BEST Plus Site Implementation Team
- Systems Development:  
Data collection systems (fidelity, frequency, impact)

Total: \$3,000

**District Systems & BEST Plus Resource Development**

- Mini BEST Plus content lesson development
- Action planning resources
- Training/presentation scripts, PowerPoint's and informational materials

Total: \$3,000

**Capacity Building/ Strategic Planning/Implementation Roll-out support:**

- Coordinator coaching, strategic visioning and planning
- Best Plus Team mtgs (phone x20, in-person x5)

Total: \$10,000

**Other Services:**

Any other BEST Plus related trainings/planning/ services requested to further support the implementation rollout of BEST Plus across the School District.

Total: Not to Exceed \$5,000

**2017-2018 Total: \$95,000**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 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 ninety-five thousand Dollars (\$95,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Contractor will invoice monthly according to services provided. Payment will be expected within 1 month of invoice date.

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 primary outcomes expected as a result from the services provided by Kerri Berkowitz (along with the BEST Plus core team members) is a reduction in exclusionary school discipline practices in general as well as disproportionate discipline practices (suspensions, expulsions, office referrals) and school climate improvement.

All schools in SRCS will monitor rates of the following data and examine this data by ethnicity, free and reduced lunch status, disability and gender:

- Office referrals
- Suspensions
- Expulsions, and
- Absentee/tardy data.

Participating BEST Plus school sites will facilitate formative problem-solving and school teams will review graphs of the following data: (a) number of office discipline referrals per day per month, (b) number of office referrals by type of problem behavior, (c) number of office discipline referrals by school location, (d) number of office discipline referrals by time of day (e), number of office discipline referrals by student, and (f) number of office discipline referrals by staff member.

In addition to this we are conducting an annual school climate survey each spring, which is based on the Delaware School Climate Survey. This survey is completed by school staff, students and parents.

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.

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(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.

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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:**

Kerri Berkowitz  
75 Dolores St. Apt 3  
San Francisco, CA 94103  
(415) 652-4151  
[kerriberkowitz@gmail.com](mailto:kerriberkowitz@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.

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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**

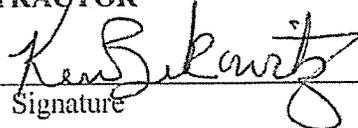
By: \_\_\_\_\_  
Signature

Andrè Bell  
Typed Name

Assistant Superintendent Business Services  
Title

707-528-5831  
Telephone Number

**CONTRACTOR**

By:   
Signature

Kerri Berkowitz  
Typed Name

Restorative Schools Trainer & Implementation  
Specialist  
Title

(415) 652-4151  
Telephone Number



CALIFORNIA'S  
COALITION  
*for* ADEQUATE  
SCHOOL HOUSING

Friday, August 18, 2017

**Invoice #: 2017 - 08 - 39**

**1303 J Street Suite 520  
Sacramento, CA 95814  
Phone: (916) 448-8577 / FAX: (916) 448-7495  
TAX ID #94-2856557**

**RECEIVED**

**AUG 22 2017**

**BUSINESS OFFICE  
SANTA ROSA CITY SCHOOLS**

Denise Martin  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401-4386

## **RENEWAL NOTICE**

### **Annual CASH Membership Dues**

**For the period: 08/01/2017 - 07/31/2018 \$876.00**

**Contact:** Denise Martin Phone: (707) 528-5381 FAX: (707) 528-5103  
211 Ridgway Ave  
Santa Rosa, CA 95401-4386  
Email: [dmartin@srcs.k12.ca.us](mailto:dmartin@srcs.k12.ca.us)

**Total Due: \$876.00**

**Pay Online with your VISA, MasterCard, or American Express.  
Go to: <http://www.cashnet.org/>**

**ATTENTION: PRIVATE FIRMS -- In compliance with the Omnibus Budget Reconciliation Act of 1993, you may deduct 58% of your CURRENT MEMBERSHIP DUES as a Business Expense. Further information regarding this Law should be obtained from your Tax Advisor.**



CALIFORNIA'S  
COALITION  
*for* ADEQUATE  
SCHOOL HOUSING<sup>SM</sup>



HOME RESOURCES NEWS & EVENTS FACTS & FIGURES ABOUT CASH MAINTENANCE NETWORK CONTACT US MEMBERS ONLY

KEYWORD  
SEARCH

Go

## MEMBERSHIP INFORMATION

The Coalition for Adequate School Housing (CASH) was formed in 1978 to promote, develop, and support state and local funding for K-12 construction.

School District members represent 93 percent of the pupils in California and have the greatest need for funding of new classrooms and modernization of old schools.

CASH Membership contains over 1,500 school districts, county offices and private sector businesses including: architects, attorneys, consultants, construction managers, financial institutions, modular building manufacturers, contractors, developers, and others that are in the school facilities industry.

CASH is your voice in Sacramento to advocate for funding to build, modernize, and maintain K-12 public schools in California.

Since 1982, CASH has sponsored or supported over \$61 billion in statewide school bonds to build and/or modernize thousands of schools

CASH holds a monthly membership meeting in Sacramento, monthly workshops in Sacramento and Ontario, a Fall Conference in October and a statewide Annual Conference in February each year.

### Benefits of General Membership

- Ready access to experts on school construction
- Subscription to the *CASH Register*; our monthly publication
- Listing in Annual Membership Directory and Online Directory
- Information about new legislation, state regulations and policies affecting school facilities
- Reduced registration fees to all conference and workshops

### Benefits for Business Members

- All of the General Benefits, PLUS Opportunities to...
- Advertise in the *CASH Register* and Membership Directory
- Website Sponsorship
- Display marketing materials at workshops and conferences
- Market school districts most in need of assistance
- Make presentations during CASH programs
- Write articles for the *CASH Register*

### Benefits for School Districts and County Offices of Education

- Help obtain state and local funding for school facilities
- Help promote and pass statewide school bonds
- Access to CASH's expert members and leadership on your particular issues
- Topical updates on statutory and administrative changes in laws affecting facilities
- Be the first to know about changes in state requirements which could affect your eligibility for funding
- Access to members-only section of the CASH website, featuring an online membership directory, legislative and policy updates and a school district job posting bulletin board
- Discounts to all CASH-sponsored events.

## BECOME A C.A.S.H. MEMBER

### Membership Justification Letter On-Line Membership Applications

#### School Districts and County Offices of Education Based on Enrollment (ENR)

- School Districts/Charter Schools under 1000 ENR
- School Districts/Charter Schools 1000 ENR or more
- County Offices of Education 20,001 ENR or More
- County Offices of Education 20,000 ENR or Less

#### Affiliated Organizations and Associations

- Affiliated Organizations
- Website Sponsorship

#### Associates

- School Construction Inspectors
- Associate Members
- Additional Categories
- Website Sponsorship

#### Membership Directory Listings

- Additional Limited Listing in Membership Directory Only
- Additional Full Listing in Membership Directory

#### Downloadable Applications:

School District Membership  
Associate Membership

If you have questions, please call Aileen Dalen in the CASH office at 916.448.8577



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 The Regents of the University of California on Behalf of its Graduate School of Education - Berkeley, 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: 01-0500-0-1140-1000-5880-249-H105-25,000
01-0500-0-1140-1000-5180-249-H105-31,000
Funding Category: [ ] Base [X] Supplemental [ ] Concentration
[ ] Restricted: [ ] Other:

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

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

Number of Individuals Served: English Language Arts Teachers, grades 6-12

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

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

Contract Created by: Cindy Deuel, Curriculum & Instruction Phone #: 707-528-5650
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 22, 2017 Proposed Contract End Date: May 30, 2018

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of: [ ] Insurance(s) [X] W-9 Form [X] 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:

We ask that the Santa Rosa City Schools reproduce handouts in time for workshops as long as consultants send master copies by pre-arranged deadline. If deadlines are not met, consultants will provide handouts on their own.

(b) CONTRACTOR's Responsibilities and Duties:

Bay Area Writing Project & Santa Rosa City Schools  
Addressing the Language Challenges of English Language Learners  
Fall 2017- Spring 2018  
Scope of Work

The Bay Area Writing Project (hereinafter referred to as "BAWP") will provide a one day planning for district instructional coaches, a 5-day Fall and a 3-day Spring professional development series for English language arts teachers (6-12) to support English learners in developing an understanding of and proficiency in using academic English. The program uses a genre study approach to instruction and combines workshop demonstration lessons with follow-up coaching in the form of "lesson study."

A genre study approach to addressing English academic fluency includes:

- Genres and genre awareness for teaching different kinds of academic discourse
- Linguistic mining of academic texts for identifying relevant sentence and language patterns
- Teaching stylistic choices students can make as they compose their own texts
- Modes of response, grammar triage, and response to student work

With this approach to instruction, BAWP presenters will take participants through lesson activities that reflect most recent research on effective practice for teaching ELLs as well as demonstrate the new ELD Standards in action. For the coaching component, teachers will be afforded time to collaborate with site colleagues and apply new practices to upcoming units of study. With BAWP facilitation, teachers and district coaches will participate in peer observation of lesson implementation; take part in post-observation discussion and reflection-including the review of student work-and work to refine lessons for revised teaching.

In addition, BAWP will provide on-going coaching for district instructional leaders to build their capacity to replicate and extend practices and protocols introduced in the BAWP series.

Professional development is provided by experienced Bay Area Writing Project teacher consultants who have research-based and classroom-proven practices in the teaching of writing.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 22, 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 Fifty-Six Thousand Dollars (\$56,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment is due in one lump sum at completion of the contract.

Fall Series will include:

Exact workshop times and dates to be determined

- One day of planning with BAWP TCs to set the course for monthly meetings for the continuing cohort.
- 2 days of PD with two BAWP TCs for the new cohort
- 2 days of lesson study/observations/lesson planning serving 4 subgroups (2 Middle School and 2 High School) with 2 TCs for each day.
- 1 day concluding PD workshop: one BAWP TC presenter.

Spring Series would include:

Exact workshop dates and times to be determined

- 3 days of workshops led by 1 BAWP TC each day.

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?):

Program Objectives:

- Increase understanding of key features of academic language and literacy demands in the context of academic genres.
- Expand teacher repertoire of effective instructional strategies for improving writing.
- Increase teacher awareness of the new California ELD Standards and ways of addressing specific standards, especially Part 2.
- Engage teachers in inquiry around how to integrate language instruction into content and support a collaborative model (lesson study) to improve instruction.
- Improve instructional coaches' ability to support teachers, facilitate discussions, and bring new strategies to school sites.
- Professional development is provided by experienced Bay Area Writing Project teacher consultants who have research-based and classroom-proven practices in the teaching of writing.

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. Each party shall defend, indemnify, and hold the other party harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this CONTRACT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

11. Insurance.

(a) The parties shall keep in full force and effect during the Term, at each party's own expense, insurance or in the case of the CONTRACTOR, self-insurance with coverages as follows ("Insurance"):

1) Commercial Form General Liability Insurance with minimum limits as follows:

- A. Each Occurrence .....\$1,000,000
- B. Products/Completed Operations Aggregate .....\$2,000,000
- C. Personal and Advertising Injury .....\$1,000,000
- D. General Aggregate .....\$2,000,000

2) Workers Compensation as required by applicable law.

3) Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence.

(b) If the Insurance is written on a claims-made form, it shall continue for three years following termination of this CONTRACT.

(c) The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this CONTRACT.

(d) Each party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other party, in proportion to and to the extent of the negligent acts or omissions of the former party's officers, employees and agents.

(e) Within thirty (30) days of the execution of this CONTRACT, each party shall furnish the other party with a Certificate of Insurance (the "Certificate of Insurance") evidencing compliance with the insurance provisions of this CONTRACT. DISTRICT's Certificate of Insurance shall be delivered to CONTRACTOR's representative specified in Section 22. Each party is required to give 30 days' advance written notice to such other party of any modification, change, or cancellation with respect to the Insurance.

(f) The insurance requirements set forth in this Section shall not limit a party's liability.

12. University Name, Trademarks and Logos. DISTRICT shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the CONTRACTOR, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of DISTRICT, its products or services. All such uses of the CONTRACTOR'S name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at [bcbp@berkeley.edu](mailto:bcbp@berkeley.edu). This provision complies with California Education Code Section 92000.

13. Copyright. All rights to a party's pre-existing copyrighted or copyrightable materials shall be retained by such party. All copyright rights to any works created in the performance of this CONTRACT ("Works") shall vest with CONTRACTOR. CONTRACTOR grants to DISTRICT a nontransferable, royalty-free, non-exclusive license to use and reproduce the Works solely to the extent necessary to perform the obligations and activities of this CONTRACT. DISTRICT will not use the Works for any other purpose without the prior written consent of CONTRACTOR.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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:**

University of California, Berkeley  
Bay Area Writing Project  
3639 Tolman Hall  
Berkeley, CA 94720-1670  
510-642-0971  
tarakaiser@berkeley.edu

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 \_\_\_\_\_, 2017.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

André R. Bell

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

Assistant Superintendent

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

dmartin@srcs.k12.ca.us

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

707-528-5831

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

**AGREEMENT FOR GOVERNANCE CONSULTING SERVICES**

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Santa Rosa City Schools hereinafter referred to as "District."

**CONDITION PRECEDENT**

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

**1. DUTIES AND RESPONSIBILITIES OF DISTRICT**

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Santa Rosa City Schools as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

**2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA**

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate;
- b. provide governance consulting services, which may include a workshop to be completed not later than June 30, 2018 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop;
- d. provide summary materials from the governance consulting services.

**3. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2018, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

<p>Ms. Jenni Klose</p> <p>Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401</p> <p>Phone: (707)528-5181</p>	<p>Ms. Diann Kitamura</p> <p>Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401</p> <p>Phone: (707)528-5181</p>	<p>Naomi Eason, Ed.D Assistant Executive Director, Member Services California School Boards Association</p> <p>3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407</p>
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- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

BY: \_\_\_\_\_  
Ms. Jenni Klose, Board President

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Ms. Diann Kitamura, Superintendent

DATED: \_\_\_\_\_

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: *Naomi Eason*  
Naomi Eason, Ed.D.  
Assistant Executive Director,  
Member Services

DATED: 8/17/17