



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 Collaborative Solutions for Charter Authorizers, 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: 01-0000-0-9215-7200-5800-392-5192

Funding Category: X ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☐ Other: _____

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

Contract is: ☐ New X ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: District Wide

Approved at Site by*: N/A Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

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

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ Date: _____

Joel Dontos, Fiscal Services Executive Director

LAST REVISED ON 9-6-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Pay contractor's monthly bill.

(b) CONTRACTOR's Responsibilities and Duties:

Collaborative Solutions for Charter Authorizers (CSCA) will provide support, guidance, and oversight with regard to charter schools for Santa Rosa City Schools. See attached for scope of work.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 30, 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 Twenty-Seven Thousand Six Hundred Dollars (\$27,600). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See attached.

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

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

CSCA will provide Santa Rosa City Schools with the support and assistance needed to fulfill all of its charter school oversight requirements and responsibilities. This includes providing guidance to staff on numerous compliance issues throughout the year. It includes preparing for and assisting in required charter school site visits and writing of follow up reports. CSCA will also facilitate charter school principal meetings with district staff and prepare all items necessary for communication with charter schools. CSCA will review new charter petitions that are submitted to Santa Rosa and prepare accompanying reports/findings for the Board to consider. CSCA will present on any necessary charter related topics to the governing board. CSCA will have fulfilled its contract at the end of the year if SRCS has met all of its required oversight completely and sufficiently.

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for

such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave
Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us**CONTRACTOR:**

Collaborative Solutions for Charter Authorizers

P. O. Box 163327
Sacramento, CA 95816

916-801-7623

sfarland@charterauthorizers.com

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

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

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

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

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

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

DISTRICT**AUTHORIZED SIGNER or CONTRACTOR**

Signature: _____

André R. Bell

Assistant Superintendent, Business Svcs.

Tel: 707-528-5831

Signature: _____

Stephanie Medrano Farland

Executive Director

Tel: 916-801-7623



Collaborative Solutions for Charter Authorizers (herein referred to as 'CSCA'), is dedicated to providing support and guidance to school districts and county offices of education on all of their charter school needs.

CSCA can assist and support the Santa Rosa City School District (SRCS) in providing charter oversight services, as well as other charter related services, as needed.

The scope of work CSCA can offer SRCS is listed below. If it does not meet the scope of work required by SRCS, it can be modified to better meet the district's needs.

Charter Oversight Services

General Charter Oversight

- Assist (or act as liaison) in communication between District and Charter
- Respond to inquiries and or/issues that may arise at the charter school
- Work with charters and SRCS staff to collect data for oversight pursuant to Ed Code 47605
 - Academic data
 - Measuring progress towards charter's stated goals
 - Financial data
 - Ensure applicable areas of compliance are addressed efficiently
 - School site visits
 - Governance data
- Create specific plans for each year of oversight for each approved charter school
- Determine when material revisions are required
- Work closely with district staff regarding data
- Keep track of charter LCAP goals

Charter Renewal Review

- Collect all data necessary for charter renewal (see above)
- Site visits
- Work closely with district staff/legal counsel to collect data required

MOU Review

- Review annual MOUs for charters to determine effectiveness and if amendments are needed.

Assist SRCS in any other charter authorizer related issues and/or problems that may arise.

Fee Structure:

CSCA will charge a monthly rate of \$2300.00 for this scope of work.

CSCA will send a monthly invoice and payment is expected within 15 days of receipt of invoice.



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 Jules Oyumbu 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: 01-0000-0-8500-5000-5800-124-5197

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: Child Care Budget

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: 70-80 Students

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Mary Pappas SFP Child Care Date: 6-14-17
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Mary Pappas-SFP Child Care Program Phone #: 707-528-5528
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7-1-17

Proposed Contract End Date: 6-30-18

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

French Student Tutor/Homework Club Supervisor for the French American Charter Child Care Program.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on 7-1-17 and will continue through 6-30-18 subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Seven Thousand Dollars (\$8,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

NET 30

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

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

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

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

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-528-5381
dmartin@srcs.k12.ca.us

CONTRACTOR:

Jules Oyumbu
2564 West Oak Circle, Apt A
Santa Rosa, CA 95401

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 14 DAY OF June, 2017.

DISTRICT


By: _____
Signature
Andre Bell
Typed Name

Assistant Superintendent Business Services
Title

Telephone Number

Email Address

CONTRACTOR

By:  _____
Signature
Jules Oyumbu
Typed Name

Title
707-479-5544
Telephone Number
Julesoyumbu@yahoo.com
Email Address



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Jeannie Behr, 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: 09-1100-0-1140-1000-5800-123-5133

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: State Lottery Fund

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Entire School, 128 students

Approved at Site by*: Ed Navarro Date: 5/22/17

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: [Signature] Date: 7/26/17

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Patrice Moore, SRACS ESOM Phone #: 528-5319
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 5, 2017 Proposed Contract End Date: May 31, 2018

Requisition #: R18-00091

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: Steven J. Eichman, Assistant Superintendent, Business Services Date: _____
LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

To pay consultant for art instruction to the students at the Santa Rosa Accelerated Charter School. Compensation is \$30.00 per hour for 8 hours per week

(b) CONTRACTOR's Responsibilities and Duties:

Provide art instruction to the students at the Santa Rosa Accelerated Charter School, Tuesday- Friday plus 3 hours of prep for a total of 8 hours per week.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - September 5, 2017, and will continue through May 31, 2017, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Eight Thousand Four Hundred Dollars (\$8,400.00) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Contractor submits monthly time card to the SRACS office, and it is submitted to SRCS payroll for payment.

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?):

Engage students in meaningful learning that allows them to generate and conceptualize artistic ideas and work, using a variety of mediums. Organize and develop artistic ideas and work. Refine and complete artistic work that becomes increasingly sophisticated over time and provide content for a student's portfolio.

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

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

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

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

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

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

10. Indemnification:

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

compensation acts, disability benefit acts, or other employee benefit acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.
16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.
17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.
18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.
19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.
20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Name : Jeannie Behr

Street: 4924 Hansen Drive

City/State/Zip : Santa Rosa, CA 95409

Phone: 707-477-9503

Email: jeanniebehr@hotmail.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 5th DAY OF May, 2017.

DISTRICT

Signature: _____

Print Name: _____

Title: _____

Email: dmartin@srcs.k12.ca.us

Phone: 707-528-5831

AUTHORIZED SIGNER or CONTRACTOR

Signature: Jeanie Behr

Print Name: Jeanie Behr

Title: Art Instructor

Email: jeanniebehr@hotmail.com

Phone: 707 539-6690



**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 Oregon Shakespeare Festival (OSF), hereinafter referred to as "CONTRACTOR".

DISTRICT USE ONLY

☐ Independent Contractor/Business/Organization*

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

☐ Professional Services**

**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.

☐ Partnership***

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

DISTRICT USE ONLY

Funding Source: 01-3010-0-1140-1000-5800-251-5197

Funding Category: ☐ Restricted ☐ Unrestricted ☐ Supplemental ☐ Concentration

☐ Base ☐ Bond Money ☐ Other _____

Approved at Site by: _____
Signature

Date: 8/16/17

Departmental Approval: _____
Signature

Date: _____

Contract Number: _____ Requisition Number: _____

Board Approval Date: _____

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

Verified by: _____ Date: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide OSF actors with a large open space free of obstacles to perform and teach workshops at Piner High School in Santa Rosa, CA. A theatre with open stage area is best, but can perform and teach in other large rooms if need be. Actors will also most likely need a small table and 2-3 chairs for their performances.

(b) CONTRACTOR's Responsibilities and Duties:

OSF actors will perform no more than 2 performances for up to 500 students per performance. And will also teach 2 workshops for no more than 40 students per workshop. Performance and workshop activity time will be no more than 1 hour per event (performances are typically 35-40 minutes with a discussion to follow) and actors will not be scheduled for more than 4 events in a day.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT sometime between Oct 16, 2017, and Dec 16, 2017, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed eight hundred fifty Dollars (\$850). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
A purchase order or deposit for half the cost of the visit is due by July 1, 2017. Total fee should be paid by December 15, 2017.

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

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

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

CONTRACTOR:

Oregon Shakespeare Festival

15 South Pioneer Street

Ashland, OR 97520

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 1st DAY OF May, 2017.

DISTRICT

CONTRACTOR

By: _____

Signature

By: Katherine Gosnell

Signature

Typed Name

Katherine Gosnell

Typed Name

Title

OSF Outreach Programs Manager

Title

93-040-7022

Social Security or Taxpayer
Identification Number

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

8/30/17

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

Re: Proposal for project inspection services
Piner High School (Field Lighting & Site Improvements)

Mike,

I am pleased to submit this proposal for project inspection services for the Field Lighting & Site Improvements Project at Piner High School.

Scope of Services

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

Fee

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

Estimated time: Average 9 hours per week for approximately 15 weeks (3.5 months)

Estimated fee: \$12,150.00

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

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

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

Indemnification

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

Insurance


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

Termination of Agreement

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

Santa Rosa City High School District

date


John Stocksdales
Class 1 Project Inspector #4999

8/30/17
date

CLEAResult



August 24, 2017

Michael Braff
Director of Facilities
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Subject: Proposal Prop 39 Services and Pricing for Santa Rosa City Schools

Dear Mr. Braff,

CLEAResult brings a rich history of planning and implementing energy upgrades to California public schools. We are pleased to submit this proposal to the Santa Rosa City School District (the District) to deliver energy efficiency services related to Prop 39 energy upgrades.

By working with CLEAResult, the District will benefit from the experience of a highly qualified energy efficiency consulting company firm with unparalleled focus on delivering energy efficiency services to the K-12 schools sector, including school districts, county offices of education, and private schools in California and across the country. In fact, our California-based staff has implemented the School Energy Efficiency (SEE) program for Pacific Gas and Electric Company (PG&E) since 2006 and the schools program for Southern California Gas Company (SCG) since 2011. Our past and current work delivering cost-effective school programs for California utilities puts our team in a unique position to leverage Prop 39 funds services with other utility rebate and financing offerings to stretch the District's Prop 39 allocation as far as possible.

Our comprehensive services include benchmarking, energy audits, detailed measure upgrade recommendations and project prioritization that mirror the application requirements required to receive California Energy Commission (CEC) approval of Prop 39 expenditures, utility rebate coordination and processing, and evaluating alternative and financing opportunities.

Services and Pricing

CLEAResult proposes the following services and pricing based on our understanding that the District wishes to undertake several Prop 39 Services, including audits, benchmarking, and Energy Expenditure Plan (EEP) creation, submittal, and approval. CLEAResult will perform these services for all 22 sites. CLEAResult agrees to have all EEPs complete, uploaded to the CEC's online portal, and ready for submission before the deadline of January 12, 2018.

SEE Program (including SEE Prop 39 Bonus), Program for Resource Efficiency in Private and Public Schools (PREPPS—a So Cal Gas program) and Analytics-enabled Retro-Commissioning (ARCx) Program services and incentives will be leveraged wherever possible to minimize financial impact to the District. Any services needed beyond PG&E Energy Efficiency Programs and those listed below will be discussed and pricing (either flat fee, time and materials, or a combination of both) will be determined at a later

date based on District needs. The District is eligible for up to a \$20,000 discount (per LEA) for benchmarking, audit, and energy expenditure plan services through the SEE Prop 39 Bonus. This discount is eligible with a 50% co-pay from the district. As long as the district takes advantage of at least \$40,000 in benchmarking, audit, and energy expenditure plan services through CLEAResult, the \$20,000 discount will apply (per LEA). The SEE Prop 39 Bonus can be claimed through an instant discount on CLEAResult's invoice resulting in lower out-of-pocket cost to the district.

Pricing for Santa Rosa City Schools

<u>Site Name</u>	<u>Square Footage</u>
Elsie Allen High	174,924
Herbert Slater Middle	91,702
Hilliard Comstock Middle	95,021
Lawrence Cook Middle	93,495
Lewis Opportunity	50,000
Maria Carrillo High	154,344
Montgomery High	172,392
Piner High	178,329
Ridgway High (Continuation)	50,000
Rincon Valley Middle	82,251
Santa Rosa High	176,553
Santa Rosa Middle	84,865
Abraham Lincoln Elementary	43,179
Albert F. Biella Elementary	42,259
Brook Hill Elementary	36,592
Helen M. Lehman Elementary	35,578
Hidden Valley Deaf and Hard of Hearing	47,301
Hidden Valley Elementary	11,040
James Monroe Elementary	44,986
Luther Burbank Elementary	35,791
Proctor Terrace Elementary	40,262
Steele Lane Elementary	63,453
Total Audits (22 sites)	1,804,317

Audit + Benchmarking + EEP (\$0.11/sq ft * 1,804,317 sq ft).....	\$198,474.87
SEE Bonus for Tier 3/4 LEAs.....	(\$40,000.00)
SRCS Total.....	\$158,474.87

Will Pearce, Account Manager – School Sector, is our primary point of contact for this opportunity. Please feel free to contact him directly at Will.Pearce@CLEAResult.com or 650.712.2019 if you have any questions. We look forward to discussing our proposal should you have any questions.

Sincerely,
 Nick Brod
 Vice President - West
 CLEAResult



August 28, 2017

Michael Braff
Beth Brose
Santa Rosa City Schools
Maintenance & Operations Dept.
211 Ridgway Ave.
Santa Rosa, CA 95401

**Subject: Energy Services & Facility Infrastructure Improvements
Prop 39 & PG&E OBF_AP Project Development and Implementation Plan**

Mr. Braff and Ms. Brose,

We appreciate the opportunity to present you with this proposal to provide Project Development Services for California Proposition 39 and related Energy Conservation and Facility Infrastructure Improvements. Our intent is to work closely with the SRCS team and associated consultants and contractors to identify utility and operational savings, uncover any latent system/facility conditions and develop the Project Construction budget that addresses the identified energy efficiency and infrastructure improvements across the Santa Rosa City Schools campus. SRCS has a unique opportunity to identify energy conservation measures that will allow the District to leverage the Prop 39 program with PG&E's 2017 Pilot OBF_AP program to maximize the amount of Energy Conservation and Facility Improvements that can be achieved using State and Utility-Funded programs. Syserco Energy Solutions proposes Project Development Services to manage the development of this program.

To successfully develop this program, Syserco shall include the following Project Development Services:

- Comprehensive evaluation of District's energy use and energy implementation policies.
- Comprehensive evaluation of District's Long-Term Facility Plan to ensure cohesive integration of Prop 39 plan to achieve District's short and long term objectives.
- Oversight and assistance where required to ensure all Proposition 39 Energy Expenditure Plans (EEPs) are submitted on behalf of District by January 12, 2018 (revised CEC deadline)
- Oversight and assistance where required to ensure all comprehensive energy audits performed at (22) target sites (see list below) are completed and eligible for PG&E OBF_AP funding.
- Assistance with identification, application, and acquisition of all available utility rebates and incentives.
- Certified ICP credentials as required to submit project applications for PG&E OBF_AP funding approval.
- Interaction and Management of ARUP review process for energy savings calculations for PG&E OBF_AP eligibility.
- Assistance with pre-screening requirements for PG&E OBF_AP eligibility.
- Technical Oversight of entire Prop 39 and PG&E OBF_AP Program Development process
- Quality Assurance / Quality Control (QA/QC) Oversight for Program Development process
- Administrative and Support Services for Development of a successful program



The following SRCS District Schools are Included in this Scope of Work:

Elsie Allen High
Herbert Slater Middle
Hilliard Comstock Middle
Lawrence Cook Middle
Lewis Opportunity
Maria Carrillo High
Montgomery High
Piner High
Ridgway High (Continuation)
Rincon Valley Middle
Santa Rosa High
Santa Rosa Middle
Abraham Lincoln Elementary
Albert F. Biella Elementary
Brook Hill Elementary
Helen M. Lehman Elementary
Hidden Valley Deaf and Hard of Hearing
Hidden Valley Elementary
James Monroe Elementary
Luther Burbank Elementary
Proctor Terrace Elementary
Steele Lane Elementary

In order to evaluate these (22) target sites, and complete the Program Development as described above, Syserco proposes to contract with Santa Rosa City Schools to provide a focused and in depth analysis at target sites. Project shall be developed to be eligible for both Proposition 39 and PG&E OBF_AP funding, and be aligned with District Standards, Goals, and Objectives.

FEE BILLING BASED:

Based on the initial assessment effort that has been completed to date, Syserco's cost proposal to perform this Project Development and Implementation Plan is \$ 46,350. (Forty Six Thousand Three Hundred and Fifty Dollars)

TIMELINE AND MILESTONES: Syserco will initiate this scope of work immediately upon acceptance of this proposal. The following are proposed key milestone dates:

- 9/13/2017 - Project Approval by Board of Directors, Begin Work.
- 9/18/2017 - Project Development Kickoff Meeting
- 10/17/2017 - Progress Meeting #1
- 11/16/2017 - Progress Meeting #2
- 12/21/2017 - Progress Meeting #3
- 01/12/2018 - Prop 39 EEP Application Deadline
- 01/31/2018 - Completion and Delivery of Final Project Development Plan



Please signify acceptance of this proposal by signing below.
Proposal Authorized by:

Maintenance & Operations Dept.
Santa Rosa City Schools

Gabe Johnson
Account Executive, Energy Solutions
Syserco

Signature

Signature

Date: _____

Date: _____



333107-18

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 Santa Rosa Junior College, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5850-249-H204

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration
☐ Restricted: _____ ☐ Other: _____

For Billing (if applicable): ☐ Bill to: Santa Rosa Junior College District Billing frequency: Bill per AEBG
Financial MOU terms - EXHIBIT B

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Santa Rosa Junior College Adults and childcare

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 21, 2017 Proposed Contract End Date: June 30, 2018

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ Date: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide instructional space as follows:

For SRJC classes from August 21, 2017 to December 21, 2017: (See Attached Exhibit A)

1. Elsie Allen High School
2. Lawrence Cook Middle School
3. Hilliard Comstock Middle School

For SRJC Adult Education class from October 10, 2017 – November 14, 2017:

1. Piner High School

(b) CONTRACTOR's Responsibilities and Duties:

Conduct ESL classes at Elsie Allen, Cook Middle and Comstock Middle. Monitor adult classes and childcare as appropriate; reimburse SRCS for custodial services each day classes meet (3 hours/ day at Elsie Allen and Comstock for ESL and 1 hour / day in the morning at Cook Middle.

Conduct an Adult Education Finance class at Piner H. S. for 6 weeks on Tuesday evenings from 5:30 – 9:15 from 10/10 – 11/14 – No child care required. Computer Lab will be needed.

Spring 2018 schedule will be provided no later than October 15, 2017 and summer 2018 schedule will be provided no later than January 2018.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 21, 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 Six Thousand Dollars (\$6,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Reimburse SRJC for the cost of providing childcare services at Elsie Allen HS to students residing in the SRCS district up to \$2,500 per semester and up to \$1,000 in the summer 2018. The cost will be based on the number of SRCS children enrolled for childcare.

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

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

1. Course grades
2. CASAS Benchmarks achieved ESL students. Please identify specific benchmarks
3. Demographics of students
4. Pre and post assessment information

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

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

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

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

☒ Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@sres.k12.ca.us**CONTRACTOR:**Name: Santa Rosa Junior CollegeStreet: 1501 Mendocino AvenueCity/State/Zip: Santa Rosa, CA 95401Phone: 707-527-4636Email: jbarrie@santarosa.edu

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 30th DAY OF August, 2017.

DISTRICT

Signature: _____

André R. BellAssistant Superintendent of Business Servicesdmartin@sres.k12.ca.us707-528-5831**AUTHORIZED SIGNER or CONTRACTOR**Signature: Print Name: Laura RiveraTitle: Director of PurchasingEmail: lriviera@santarosa.eduPhone: 707-524-1635



Exhibit A

SRJC Off-Campus Courses 8/21/2017 to 12/21/2017

Fall 2017 Schedule

Campus	Courses	Department	Section #	Days	Hours	Beg Date	End Date
Santa Rosa City Schools							
Elise Allen High School	ESL 713	ESL	0613	TTH	5:55-9:00pm	8/22/2017	12/19/2017
	ESL 714	ESL	0697	TTH	5:55-9:00pm	8/22/2017	12/19/2017
	ESL 715	ESL	0614	TTh	5:55-9:00pm	8/22/2017	12/19/2017
Cook Junior High School	ESL 713	ESL	1514	MW	9:00am-12:05pm	8/21/2017	12/18/2017
	ESL 714	ESL	1516	MW	9:00am-12:05pm	8/21/2017	12/18/2017
	CSKLS 731	CSKLS	2172	F	9:00am-1:00pm	8/25/2017	12/15/2017
Comstock Middle School	ESL 714	ESL	1536	MW	5:55-9:00pm	8/21/2017	12/18/2017
	ESL 714CP	ESL	0283	TTH	6:00-9:00pm	10/24/2017	12/21/2017
	ESL 715	ESL	2689	MW	5:55-9:00pm	8/21/2017	12/18/2017
Piner Hgh School	ADLTED 752	ADLTED	2236	T	5:30-9:15pm	10/10/2017	11/14/2017

**MEMORANDUM OF UNDERSTANDING
BETWEEN SONOMA COUNTY JUNIOR COLLEGE DISTRICT AND
SANTA ROSA CITY SCHOOLS
REGARDING
ADMINISTRATION OF GRANT FUNDING FOR
THE ADULT EDUCATION BLOCK GRANT PROGRAM**

This Memorandum of Understanding ("MOU") is made on August 21, 2017 between the Sonoma County Junior College District ("College") and the Santa Rosa City Schools District ("SRCS")

RECITALS

WHEREAS, the College has been awarded a grant from the Chancellor's Office of the California Community Colleges on behalf of the Sonoma County Adult Education Consortium; and

WHEREAS, SRCS has the facilities to expand services in central Sonoma County for non-credit ESL and high school equivalency preparation, and College desires to contract with SRCS for that purpose; and

WHEREAS, it is the intent of the parties to work collaboratively in the development of a Regional Adult Education System for Sonoma County;

THEREFORE, the parties agree as follows:

1. College's Responsibilities.

College shall provide a Director of Regional Adult Education Services ("Director") who shall oversee administration of all Grant components, including but not limited to, the Adult Education Block Grant Program ("Program"), and overall compliance with reporting requirements as set forth in Grant # 15-328-059, and subsequently defined by the Chancellor's Office and the California Department of Education.

2. SRCS's Responsibilities.

- A. Serve on the Sonoma County Adult Education Consortium's Oversight Committee, representing the interests of SRCS on matters concerning program development and budget allocation for Adult Education Block Grant (AEBG) Funds;
- B. Provide classroom space that will be used by College to deliver non-credit ESL and high school equivalency preparation programs as identified in the Regional Adult Education Plan for Sonoma County;
- C. Provide custodial services for the classrooms.

3. Term. This MOU shall be effective upon execution by the duly authorized representatives of each party through December 31, 2017, unless terminated earlier as permitted below.

4. Compensation.

College shall distribute to SRCS \$5,000 for the 2017-18 budget year for authorized services and expenses relating to facilities use agreements for courses and programs that meet the provisions of the Regional Adult Education Plan for Sonoma County. College shall disburse payment upon execution of contract. SRCS shall apply the amount of the award to facilities use expenses for College and submit to College an invoice for the balance of expenses not covered by the \$5,000.

For auditing purposes College and SRCS shall retain Payment Documentation for a period of 7 years after termination of this MOU.

5. Subcontracts. Prior to entering into any subcontracts, SRCS shall submit the proposed subcontract to the SCAEC Oversight Committee for review.

6. Reporting. College shall provide expenditure reports as required by the Chancellor's Office for the Program. SRCS shall submit activity reports and year-to-date expenditure reports to the Director no later than two weeks prior to the time such reports are due to the Chancellor's Office, in accordance with the following schedule:

Due To Director:
December 15, 2017

Report Due To Chancellor's Office:
December 31, 2017

7. Termination. Termination of the contract shall be approved through the SCAEC Oversight Committee, per the terms of the Program. Either party may terminate this MOU by providing ninety (90) days written notice to the Director. If the MOU is terminated early pursuant to this provision, SRCS shall return all funding for salaries and services not provided during the funding cycle. SRCS shall retain funding for contractual obligations incurred prior to notice of termination. All funding returned to the SRCS will be redistributed through the Oversight Committee.

8. GENERAL PROVISIONS

A. Notice. All notices, requests, demands, amendments, modifications, bills, or payments under this MOU shall be in writing. Notice shall be sufficient for all such purposes if personally delivered or sent by first class, registered or certified mail; or sent by facsimile transmission with written confirmation of receipt by recipient. Notice is effective upon personal delivery, two days after deposit in mail, or upon confirmed receipt by recipient.

SRCS
Santa Rosa City Schools District
211 Ridgway Avenue
Santa Rosa, CA 95401
(707) 528-5656
Attention: Aracely Romo-Flores
Director, Curriculum & Instruction

College
Sonoma County Junior College District
1501 Mendocino Avenue
Santa Rosa, CA 95401
(707) 527-4720
Attention: Nancy Miller
Director, Regional Adult Education Services

- B. Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this MOU, in part or in whole. This MOU is binding on the heirs, successors, and permitted assigns of the parties hereto.
- C. Third Party Beneficiaries.** There are no intended third party beneficiaries to this MOU.
- D. Nondiscrimination.** SRCS shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this MOU are incorporated by this reference.
- E. Choice of Law and Venue.** This MOU shall be governed by California law, and venue shall be in the County of Sonoma, California, and no other place.
- F. Severability.** If any provision of this MOU is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the MOU shall remain in full force and effect.
- G. Amendment.** No supplement, amendment, or modification of this MOU shall be binding unless it is in a writing duly authorized and signed by the parties to this MOU.
- H. Provisions Deemed Inserted.** Every provision of law required to be inserted in this MOU shall be deemed to be inserted, and this MOU shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this MOU shall be amended to make the insertion or correction.
- I. Entire Agreement.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this MOU and supersedes all prior written or oral understandings or agreements of the parties.
- J. Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- K. Headings.** The headings in this MOU are included for convenience only and shall neither affect the construction or interpretation of any provision in this MOU nor affect any of the rights or obligations of the parties to this MOU.
- L. Authorization.** Each individual executing this MOU, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the entity which he/she represents.

M. Mutual Indemnification. Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “Indemnified Party”) 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 Indemnifying Party’s performance or failure to comply with any of its obligations under this MOU, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party.

N. Dispute Resolution. The parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

O. Joint Representation. Each party to this MOU has received a full written disclosure and understands that School and College Legal Services of California (“SCLS”) provides legal services to each of the parties. Each party agrees that following such disclosure it consented in writing to joint legal representation by SCLS for the limited purpose of drafting this MOU.

IN WITNESS WHEREOF, the parties agree to the foregoing:

SANTA ROSA CITY SCHOOLS DISTRICT:


Diann Kitamura, Superintendent

Date: _____

SANTA ROSA JUNIOR COLLEGE DISTRICT:

Laura Rivera, Director of Purchasing

Date: _____

Statewide Association of Community Colleges Protected Insurance Program for Schools					CERTIFICATE OF COVERAGE		Issue Date 6/26/2017	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com			LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.			
COVERED PARTY: Sonoma Co Community College District Santa Rosa Junior College 1501 Mendocino Avenue Santa Rosa CA 95401					ENTITIES AFFORDING COVERAGE: ENTITY A: Statewide Association of Community Colleges ENTITY B: Protected Insurance Program for Schools ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.								
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS			
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	SWC 00400-28	7/1/2017 7/1/2018	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 00400-28	7/1/2017 7/1/2018	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000			
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 00400-28	7/1/2017 7/1/2018	\$ 10,000	\$ 250,250,000 EACH OCCURRENCE			
A	STUDENT PROFESSIONAL LIABILITY	SWC 00400-28	7/1/2017 7/1/2018	\$ 5,000	\$ Included EACH OCCURRENCE			
B	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00201-13	7/1/2017 7/1/2018	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT			
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS			
	OTHER			\$				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to the agreement between the Santa Rosa City School District and Sonoma County Community College District for supervised use of facilities by Santa Rosa Junior College for educational purposes through the coverage expiration date. Santa Rosa City schools, its Governing Board, officers, agents, employees and volunteers included as an Additional Insured. \$2,000,000 annual aggregate, as required by contract.								
CERTIFICATE HOLDER: Santa Rosa City School District 211 Ridgway Avenue Santa Rosa CA 95401				CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.				
				 John Stephens AUTHORIZED REPRESENTATIVE				

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Sonoma Co Community College District Santa Rosa Junior College	SWC 00400-28	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Santa Rosa City School District
211 Ridgway Avenue
Santa Rosa CA 95401

As Respects:

As respects to the agreement between the Santa Rosa City School District and Sonoma County Community College District for supervised use of facilities by Santa Rosa Junior College for educational purposes through the coverage expiration date. Santa Rosa City schools, its Governing Board, officers, agents, employees and volunteers included as an Additional Insured. \$2,000,000 annual aggregate, as required by contract.

The Santa Rosa City Schools, its Governing Board, officers, agents, employees and volunteers are included as an Additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage and the Certificate Holder's coverage shall be noncontributory.



Authorized Representative

Issue Date: 6/26/2017

GOLDEN STATE ELECTRIC, INC.

Electrical Contractor

CA Lic. #583566

PO Box 7944 * Santa Rosa, CA 95407* Tel. (707) 575-4111 FAX (707) 575-4112

BID MEMORANDUM

DATE: 9/5/2017
SEND TO: SRCS, Attn: Adrian
TELEPHONE:
FAX:
EMAIL:

RE: Elsie Allen High School Gym Conduits, Snack Bar, Football Press Box,
Baseball Press Box and Camera Conduits.

Description

Install conduits and fittings; pull cans, weather proof boxes, Unistrut Channel Supports and Straps.

WAPS (installed by others), core drilling (14) Saw Cutting, See attached for material list.

Price Quote	\$ 71,850.00
-------------	--------------

Exclusions Any and All as Listed: Price Quote is Good for 30-Days.

- Permits/fees & bonds;
- Cutting/patching/painting
- Any and all PG&E conduits, splice boxes & transformers
- Conduit, trenching & backfill
- Waterproofing & caulking
- Boring and saw cutting
- Any and all Safety wires
- Temporary power and lighting
- Hazardous material removal
- PA system wiring
- Up-grades of existing electrical systems
- Tel/Data wiring
- Roof Patching
- Emergency power system
- HVAC control wiring & conduit.
- Site lighting
- Video camera wiring
- Fire Alarm wiring

All price quotes are based on standard time and work hours.

Please contact me if you have any questions or require additional information.

Respectfully submitted,

Edward Franceschi

Sign

Date

Elsie Allen High School Gym

Job Number: 684

Bid Summary: Default

Extension By Breakdown

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- Gym Conduit and Boxes ---						
1001	3/4" EMT	300				
1002	1" EMT	100				
1003	1-1/4" EMT	300				
1005	2" EMT	550				
1009	4" EMT	10				
1340	1-1/4" EMT Elbow	2				
1342	2" EMT Elbow	2				
1457	3/4" Set Screw Steel Insul Throat Conn	48				
1458	1" Set Screw Steel Insul Throat Conn	20				
1459	1-1/4" Set Screw Steel Insul Throat Conn	40				
1461	2" Set Screw Steel Insul Throat Conn	32				
1465	4" Set Screw Steel Insul Throat Conn	2				
1557	3/4" Set Screw Steel Cplg	30				
1558	1" Set Screw Steel Cplg	10				
1559	1-1/4" Set Screw Steel Cplg	32				
1561	2" Set Screw Steel Cplg	47				
1565	4" Set Screw Steel Cplg	1				
1607	4" Plastic Bushing	4				
2336	3/4" Unistrut Strap	38				
2337	1" Unistrut Strap	13				
2338	1-1/4" Unistrut Strap	38				
2340	2" Unistrut Strap	106				
2344	4" Unistrut Strap	1				
2587	2G WP Bell Box(5)3/4" Hubs	12				
4776	2G WP Blank Cover	12				
23155	Unistrut (Deep)	50				
23735	12x12x4" Screw Cover Pull Box-Nema 3R	12				
--- Gym Conduit and Boxes Total ---						
--- Camera Conduits ---						
1001	3/4" EMT	200				
1497	3/4" Comp Steel Insul Throat Conn	16				
1557	3/4" Set Screw Steel Cplg	20				
2336	3/4" Unistrut Strap	25				
2587	2G WP Bell Box(5)3/4" Hubs	6				
4776	2G WP Blank Cover	6				
--- Camera Conduits Total ---						
Job Total						

1002	1" EMT	40
1003	1-1/4" EMT	60
1005	2" EMT	10
1497	3/4" Comp Steel Insul Throat Conn	16
1498	1" Comp Steel Insul Throat Conn	6
1499	1-1/4" Comp Steel Insul Throat Conn	6
1501	2" Comp Steel Insul Throat Conn	2
1581	2" Compression Steel Cplg	1
2336	3/4" Unistrut Strap	31
2337	1" Unistrut Strap	10
2338	1-1/4" Unistrut Strap	8
2340	2" Unistrut Strap	1
2585	2G WP Bell Box-(3)3/4" Hubs	8
2589	2G WP Bell Box-(4)1" Hubs	2
4776	2G WP Blank Cover	10
6452	12x12x4" Screw Cover Pull Box-Nema 1	6
6479	12x12x4" Screw Cover Pull Box-Nema 3R	2
23154	Unistrut (Shallow)	6
23718	12x12x6" Screw Cover Pull Box-Nema 1	2
23789	3/4" Compression Steel Coupling	20
23790	1" Compression Steel Coupling	4
23791	1-1/4" Compression Steel Coupling	6
--- Snack Bar Total ---		

Item #	Description	Extension By Breakdown
		Quantity
		--- Press Box Baseball ---
1002	1" EMT	100
1339	1" EMT Elbow	2
1498	1" Comp Steel Insul Throat Conn	4
2337	1" Unistrut Strap	13
23790	1" Compression Steel Coupling	12
	--- Press Box Baseball Total ---	
	Job Total	

		Extension By Breakdown
Item #	Description	Quantity
--- Press Box Football ---		
1055	2" GRC	10
1591	2" Locknut	4
1603	2" Plastic Bushing	2
1627	2" LB Condulet w/Cover & Gasket	1
1770	2" Cut & Thread	1
2340	2" Unistrut Strap	4
23154	Unistrut (Shallow)	6
--- Press Box Football Total ---		
Job Total		



**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 Sonoma State University, hereinafter referred to as "UNIVERSITY".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-01140-1000-5832251-H130

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration
☐ Restricted: _____ ☐ Other: _____

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: _____

Approved at Site by*: [Signature] Date: 9/7/17

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: [Signature] Date: 9/7/17

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Debi Battini Phone #: 707-528-5472
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9/14/17 Proposed Contract End Date: 6/30/18

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☒ W-9 Form ☒ HR Clearance, if applicable (if working with the students)
Funding Source /Funding Category verified: ☐ YES ☐ NO Board Approval Date: _____

Verified by: Steven J. Eichman, Assistant Superintendent, Business Services Date: _____
LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Provide existing facilities at Piner High School (classrooms, science labs, SPARQ Center) and select teaching staff for the STEM Certificate courses.
- Provide a Piner High School contact who will work directly with Sonoma State University.
- Piner High School will allocate \$10,000 in site funding to support costs associated with transportation to Sonoma State University for an annual spring visit and other STEM Certificate activities. District Career Pathway Consumable Supply budgets may be utilized in the Career Technical Education (CTE) courses that count towards completion of the STEM Certificate requirements. Additionally, Carl D. Perkins and Career Technical Education Incentive Grant funding may be utilized by CTE programs meeting the requirements for grant funding.
- Piner High School students completing the requirements to earn a STEM Certificate (see Exhibit A) will receive special recognition at commencement and a letter of recommendation from the Piner High School STEM Advisory Panel.
- The Piner High School site registrar will document that the student completed the requirements for the STEM Certificate in the comments section on their transcript.
- Provide a list of students (names and addresses) who have entered the program each year to Sonoma State University.
- Provide a list of seniors applying to Sonoma State University, School of Science and Technology majors, by late September to facilitate priority admission.
- Ensure seniors applying to University, School of Science and Technology majors, complete and submit their applications in the first week of October (No later than October 7).

(b) UNIVERSITY's Responsibilities and Duties:

Guarantee priority admission to Sonoma State University to program students contingent upon the following qualifications:

- A. The student successfully completed the requirements to earn a STEM Certificate.
- B. Student attained a California State University Grade Point Average of 3.0 or higher by the time of their application and maintained that Grade Point Average through their senior year with no grade lower than a "C". The student has successfully completed the University admission requirements:
 - a. Have completed, with grades of C or better, all California State University a-g course entrance requirements. (see Exhibit B),
 - b. Have satisfied the Entry Level Math Placement Test and the Entry Level English Placement Tests,
 - c. Have taken the SAT Reasoning Test or ACT Test

- d. Have declared a major in a non-impacted program in the School of Science and Technology. Applications for Biology and Kinesiology (impacted majors) are subject to further review for determining priority admissions. The Pre-Nursing major is impacted and not guaranteed priority review for admissions, and
- e. Have participated in the Early Assessment Program.
 - Provide a letter to students acknowledging entry to the program.
 - Provide a rigorous course of study for students admitted from Program.
 - Support a representative visiting Piner High School during the fall semester to conduct a talk about science, college, academic/career counseling and other related topics.
 - In the spring semester, host program students for a campus visit. The students will include:
 - A. New participants to program.
 - B. Juniors in the program, as recruitment to Sonoma State University.
 - C. Other program students.

2. Term. The term of this contract shall commence on September 14, 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. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by UNIVERSITY pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

Piner High School will collect and maintain data on the impact of the program, which will be measured by the number of students completing the requirements for the STEM Certificate and the number of seniors applying to and were accepted to Sonoma State University, School of Science and Technology majors.

4. Indemnification:

- (a) UNIVERSITY 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 of every nature arising out of or in connection with UNIVERSITY'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 UNIVERSITY or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) DISTRICT shall indemnify, defend with counsel acceptable to UNIVERSITY, and hold

harmless to the full extent permitted by law, UNIVERSITY and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs of every nature arising out of or in connection with DISTRICT'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 UNIVERSITY. 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 DISTRICT or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Insurance: With respect to the performance of work under this CONTRACT, each party 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.

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

(e) 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.

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

6. Termination:

(a) Either party may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to other party, provided however, all DISTRICT students currently participating in the STEM Certificate program at the date of termination shall be entitled to terms of this CONTRACT.

7. 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.

8. 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.

9. 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.

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

DISTRICT:
Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:
Sonoma State University

1801 East Cotati Ave

Rohnert Park, CA 94928

707-664-2880

Email: jov.sun@sonoma.edu

11. 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.

12. Conflict of Interest. Both parties represents that it presently has no interest, which would conflict in any manner or degree with the performance of program contemplated by this Contract. Both parties further represents that in the performance of this CONTRACT, no person have such interest will be employed.

13. 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.

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

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

DISTRICT

Signature: _____

Andre Bell

Assistant Superintendent, Business Services

dmartin@socs.k12.ca.us

707-528-5831

AUTHORIZED SIGNER or CONTRACTOR

Signature: _____

Print Name: Ming-Lan (Joy) Sun

Title: Manager for Contracts and Procurement

Email: joy.sun@sonoma.edu

Phone: 707-664-2274

PHS STEM Certificate

www.pinerhighstemcertificate.weebly.com

STEM Core Curriculum Classes

6 Total Year Long Classes are Required

Career Technical Education Classes: Make I, Make II; Health Science & Biotechnology I, II, III; Geospatial Technology I, II, III

Advanced Placement: Biology, Physics, Chemistry, Calculus, Statistics, Art

Academic: Chemistry, Physics, Trigonometry

Business Technology: Introduction to Computer Programming

Electives: Space Science, Robotics, Commercial Art & Design

Level 1 *Ongoing Personal Involvement*

Select 2 Items Per Year
Grades 9-12
Acceptable Items May
Include:

- Stem Cafe
- SSU/SRJC Colloquium
- Exploratorium
- Leapfrog/Trigstar
- Science Saturday
- Math Steeplechase
- Math Club
- PHAST Club
- STEM Club
- HOSA Chapter
- GIS Day
- Chem /Physics Club
- Athletic Training Club
- SRJC Calculus Camp
- Approved Alternative

Level 2 *Community Involvement*

Select 2 Items Total
Grades 9-12
Acceptable Items May
Include:

- Future STEM Educators
- Internships
- Summer workshops
- Science Olympiad
- StarLab Outreach
- Specialized Aide/Lab Tech
- Peterson Creek Stewardship
- Athletic Training Field Experience
- So Cty STEAM exhibition
- Approved Alternative

Level 3 *Original Science or Engineering Inquiry Project*

Select 1 Item Total
Grades 11/12
Acceptable Items May
Include:

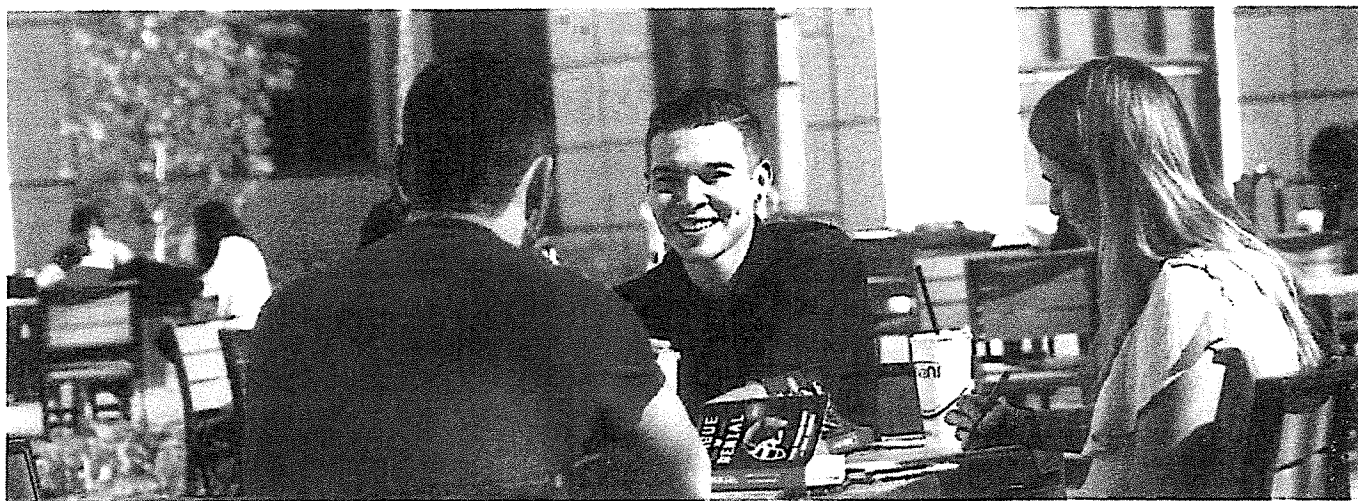
- Maker Faire entry
- S4 Rocket Design
- SSU Symposium
- Robotics Competition
- Approved Alternative



EXHIBIT B

First Time Freshmen Subject Requirements

The California State University requires that first-time freshman applicants complete, with a grade of C or better in each course, the following comprehensive pattern of college preparatory study totaling 15 units. A "unit" is one year of study in high school.



Basic CSU College Preparatory Subject Requirements

Area	Subject	Years
A	U.S. History/Social Science: 2 years including 1 year US History/Government and 1 year social science (world history, geography, etc.)	2
B	English: 4 years (8 semesters) of college preparatory English composition and literature	4
C	Math: 3 years including algebra, geometry, and intermediate algebra. Alternatively, 3 years of college preparatory integrated math which includes components of both algebra and geometry	3

1

Area	Subject	Years
D	Laboratory Science: 2 years including 1 year physical science (chemistry, physics, etc.) and 1 year biological science (biology, zoology, anatomy, etc.)	2
E	Language Other than English: 2 years in the same language (subject to waiver for applicants demonstrating equivalent competence)	2
F	Visual and Performing Arts: 1 year: art, dance, drama/theatre, or music	1
G	College Preparatory Elective: One more year of any college preparatory subject	1

Complete above courses with a C or better. We do not accept summer work after graduation to meet admission requirements. A course must be identified by your high school as meeting a University of California A-G (<https://doorways.ucop.edu/list/app/home?execution=e1s1>) subject requirement to be considered college preparatory. We do not accept Credit (CR) or Pass (P) as eligible grades listed on your application and will ask for further clarification if used.

Fulfilling Subject Requirements in College

College courses can be taken to make up any missing high school courses, as long as it is at least 3 semester units or 4 quarter units and taken for a grade, not credit/no credit. One semester at the college level is considered equivalent to a full year at the high school level. Contact Admissions before you register, so we can confirm you're taking the proper course(s).

For the English high school subject requirement, we can count either a "general education" college English course (such a course would also count towards your bachelor's degree) or you may take an English course one level below the general education English course (such a course would improve your high school subject tally but would not count towards your bachelor's degree). In the mathematics area, you may take intermediate algebra or geometry. Neither of these course are considered "baccalaureate" level, so they would not count towards your eventual bachelor's degree, but they would count towards the high school subject requirement.

Feel free to call us in the Admissions Office at (707) 664-2778 if you have any questions about eligibility.

Subject Requirement Substitution for Students with Disabilities

2

Applicants with disabilities are strongly encouraged to complete college preparatory course requirements if at all possible. If an applicant is judged unable to fulfill a specific course requirement because of his or her disability, alternative college preparatory courses may be substituted for specific subject requirements. Students who are deaf or hearing impaired, are blind or visually impaired, or have learning disabilities may in certain circumstances qualify for substitutions for the foreign language, laboratory science, and mathematics subject requirements. Substitutions may be authorized on an individual basis after review and recommendation by the applicant's academic advisor or guidance counselor in consultation with the director of a CSU disabled-student services program. Although the distribution may be slightly different from the course pattern required of other students, students qualifying for substitutions will still be held for 15 units of college preparatory study. Students should be aware that course substitutions may limit later enrollment in certain majors, particularly those involving mathematics. For further information and substitution forms, please contact the director of Disability Services for Students (http://www.sonoma.edu/dss/about_dss/contact.html) at SSU

Waiver of Foreign Language Requirement

The official high school transcript is the primary document for certification of a student's academic record. Therefore, the CSU recommends a notation on the high school transcript as evidence of the high school's determination of a student's eligibility of college preparatory language other than English requirement.

The notation on the transcript should specify the provision under which the student qualifies. For example, a notation might read "CSU Language other than English requirement met through schooling in Spanish." Other proper notations might include "Limited English Proficiency - Vietnamese," or "Tutor/Interpreter Mandarin" or "H.S. Assessment Russian." It is not necessary for the high school to submit the documents used to establish eligibility.

If not noted on the high school transcript, a letter from the school representative to the SSU admission office verifying that the student meets the requirement will also be accepted. It is not necessary for the high school to submit the documents used to establish eligibility.

Students applying to the CSU should indicate the specific language in the "High School Preparation" section of the application for admission. In the application, students should indicate completion of two years of one language with a grade of credit.

3