

VENDOR #: V499600

AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS FIRST DAY OF OCTOBER, 2017 BY
MONTH YEAR
AND BETWEEN REDWOOD EMPIRE FOOD BANK, HEREINAFTER REFERRED TO AS THE
NAME OF AGENCY
AGENCY, AND SANTA ROSA CITY SCHOOLS HEREINAFTER REFERRED TO AS THE
NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY
VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPANTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR See addendum
NAME OF SITE (ATTACH SHEET IF MULTIPLE)

DELIVERY TO THE AGENCY AT Drop Off BY 2:00pm
ADDRESS TIME

EACH Monday-Friday, except holidays & furloughs, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND
* WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	\$	EACH	LUNCH	\$	EACH
SUPPLEMENT/SNACK	\$ 1.15	EACH	SUPPER	\$ 3.15	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

* Negotiable time frame but should be no longer than 24 hours.

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AND A FOOD SERVICE VENDOR**

3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, SECTION 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 20 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 10 DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

* Negotiable time frame.

STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY AND A FOOD SERVICE VENDOR

THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

1. REQUEST BY TELEPHONE NO LATER THAN 4:00 pm the day before AN ACCURATE NUMBER OF
TIME OF DAY AND DAY OF WEEK
MEALS TO BE DELIVERED TO THE AGENCY ON EACH Weekday. NOTIFY THE
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 12 HOURS OF
THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY
OF THE AGENCY.
2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH
SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL
VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR
THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF
THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND
AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN The following day.
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 5 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES
CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT
CARE FOOD PROGRAM SCHEDULE B--MEAL PATTERN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL
OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE
AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE
FOOD SERVICE REQUIREMENTS OF THE CACFP.

* Negotiable time frame.

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AND A FOOD SERVICE VENDOR**

6. PAY THE VENDOR BY THE 20 DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

TERMS OF THE AGREEMENT:

THIS AGREEMENT WILL TAKE EFFECT COMMENCING October 2017 AND SHALL BE FOR A PERIOD
DATE

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:

PER TITLE 7, CODE OF FEDERAL REGULATIONS, SECTION 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE MEAL PATTERN YOU WILL USE: THE STANDARD CACFP MEAL PATTERN

If the Agency agrees to the menu planning option, the school will train the Agency by: N/A

AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):

Yes ☐ No ☐

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE)	AGENCY OFFICIAL NAME (PLEASE TYPE)
ANDRE R. BELL	
TITLE	TITLE
Assistant Superintendent-Business Services	
TELEPHONE NUMBER	TELEPHONE NUMBER
707-528-5381	
DATE	DATE
10/28/2017	11/2/2017

SCHEDULE B—NSD 2050B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR INFANTS**

CNIPS #:
VENDOR #: V499600

	BIRTH THROUGH THREE MONTHS	AGES FOUR THROUGH SEVEN MONTHS	AGES EIGHT THROUGH ELEVEN MONTHS
BREAK FAST	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 0 TO 3 TBSP INFANT CEREAL ^{4,5}	6 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 2 TO 4 TBSP INFANT CEREAL ⁴ 1 TO 4 TBSP FRUIT AND/OR VEGETABLE
LUNCH OR SUPPER	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 0 TO 3 TBSP INFANT CEREAL ^{4,5} 0 TO 3 TBSP FRUIT AND/OR VEGETABLE ⁵	6 TO 8 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 2 TO 4 TBSP INFANT CEREAL ⁴ AND/OR 1 TO 4 TBSP LEAN MEAT, FISH, POULTRY, EGG YOLK, COOKED DRY BEANS OR PEAS OR ½ TO 2 OZ CHEESE OR 1 TO 4 OZ (VOLUME) COTTAGE CHEESE OR 1 TO 4 OZ (WEIGHT) CHEESE FOOD OR CHEESE SPREAD 1 TO 4 TBSP FRUIT AND/OR VEGETABLE
SNACK	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 6 FL OZ BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	2 TO 4 FL OZ BREAST MILK ^{1,2,3} FORMULA ^{1,4} OR FRUIT JUICE ⁶ 0 TO ½ SLICE BREAD ^{5,7} OR 0 TO 2 CRACKERS ^{5,7}

¹ BREAST MILK OR FORMULA, OR PORTIONS OF BOTH, MAY BE SERVED; HOWEVER, IT IS RECOMMENDED THAT BREAST MILK BE SERVED IN PLACE OF FORMULA FROM BIRTH THROUGH 11 MONTHS.

² FOR SOME BREASTFED INFANTS WHO REGULARLY CONSUME LESS THAN THE MINIMUM AMOUNT OF BREAST MILK PER FEEDING, A SERVING OF LESS THAN THE MINIMUM AMOUNT OF BREAST MILK MAY BE OFFERED, WITH ADDITIONAL BREAST MILK OFFERED IF THE INFANT IS STILL HUNGRY.

³ ONLY THE INFANT'S MOTHER CAN PROVIDE BREAST MILK.

⁴ INFANT FORMULA AND DRY INFANT CEREAL MUST BE IRON FORTIFIED.

⁵ A SERVING OF THIS COMPONENT IS REQUIRED ONLY WHEN THE INFANT IS DEVELOPMENTALLY READY TO ACCEPT IT.

⁶ FRUIT JUICE MUST BE FULL STRENGTH (100% JUICE) AND OFFERED FROM A CUP, NOT A BOTTLE, TO PREVENT TOOTH DECAY.

⁷ MUST BE MADE FROM WHOLE GRAIN OR ENRICHED MEAL OR FLOUR.

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

VENDOR #: V499600

AGREEMENT #:

BREAKFAST	AGES ONE THROUGH TWO YEARS	AGES THREE THROUGH FIVE YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
LUNCH OR SUPPER			
MILK, FLUID (2 years and older must be served 1% or NON- FAT)	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ** ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ CUP OR 3 OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ** ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ ½ CUP OR 4 OZ 1 EGG ½ CUP 4 TBSP 1 OZ** 1 CUP OR 8 OZ
SNACKS (SELECT TWO OF THESE FOUR COMPONENTS)***			
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	½ OZ ½ OZ ½ OZ ⅛ CUP OR 1 OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ⅛ CUP OR 1 OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

* DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.

** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.

*** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.

**** COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SNACKS.

*****must meet the requirements per title 7 Code of federal regulations, section 226.20.

**Child and Adult Care Food Program
Meal Pattern for Adults: Schedule B
NSD 7050 B**

VENDOR #:

CNIPS#:

Breakfast		
Milk¹, Fluid	Milk¹, Fluid	1 cup ²
Vegetable/Fruit³	Vegetable/Fruit³, or Full-strength Juice, or Any Combination	½ cup or 4 oz.
Grains/Bread⁴ (whole grain, enriched, or fortified): Bread or one of the following:	<ul style="list-style-type: none"> Bread Cornbread, Rolls, Muffins, or Biscuits Cold Dry Cereal (volume or weight, whichever is less)⁶ Cooked Cereal, Pasta, Noodle Products, or Cereal Grains, or equivalent Cooked Cereal Grains Or an equivalent quantity of any combination of Bread 	2 slices 2 servings 1½ cups or 2oz 1 cup 1 cup 1 cup
Lunch or Supper		
Milk¹, Fluid	Milk¹, Fluid (lunch only - milk is not required for supper)	1 cup ²
Vegetable/Fruit⁵	Vegetable/Fruit⁵ (two or more kinds served as individual menu items)	1 cup total
Grains/Bread⁴ (whole grain, enriched, or fortified): Bread or one of the following:	<ul style="list-style-type: none"> Bread Cornbread, Rolls, Muffins, or Biscuits Cold Dry Cereal (volume or weight, whichever is less)⁶ Cooked Cereal, Pasta, Noodle Products, or Cereal Grains, or equivalent Cooked Cereal Grains Or an equivalent quantity of any combination of Bread 	2 slices 2 servings 1½ cups or 2oz 1 cup 1 cup 1 cup
Meat/Meat Alternates⁷ Lean Meat, Fish, Poultry (edible portion) or one of the following:	<ul style="list-style-type: none"> Lean Meat, Fish, Poultry (edible portion) Cheese Cottage cheese, cheese food, or processed cheese spread Yogurt, plain, flavored, or sweetened Eggs Cooked dry beans, or peas Peanut butter, soy nut butter, other nut, or seed butters Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas Or an equivalent quantity of any combination of meat/meat alternates 	2 oz. 2 oz. ½ cup or 4 oz. 1 cup or 8 oz. 1 egg ½ cup 4 tbsp. 1 oz. = 50% 2 oz. total
A.M. Or P.M. Snack (select 2 different food components)		
Milk¹, Fluid	Milk¹, Fluid	1 cup
Vegetable/Fruit³	Vegetable/Fruit³, or full-strength juice, or any combination	½ cup or 4 oz.
Grains/Bread⁴ (whole grain, enriched, or fortified): Bread or one of the following:	<ul style="list-style-type: none"> Bread Cornbread, Rolls, Muffins, or Biscuits Cold Dry Cereal (volume or weight, whichever is less)⁶ Cooked Cereal, Pasta, Noodle Products, or Cereal Grains, or equivalent Cooked Cereal Grains Or an equivalent quantity of any combination of Bread 	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup
Meat/Meat Alternates⁷ Lean Meat, Fish, Poultry (edible portion) or one of the following:	<ul style="list-style-type: none"> Lean Meat, Fish, Poultry (edible portion) Cheese Cottage cheese, cheese food, or processed cheese spread Yogurt, plain, flavored, or sweetened Eggs Cooked dry beans, or peas Peanut butter, soy nut butter, other nut, or seed butters Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas Or an equivalent quantity of any combination of meat/meat alternates 	1 oz. 1 oz. ¼ cup or 2 oz. ½ cup or 4 oz. ½ egg ¼ cup or 2 oz. 2 tbsp. 1 oz. 1 oz. total

Offer versus Serve

Adult Day Care Centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS each adult care center shall offer its adult participants all of the required food components as set forth in the requirements for meals (7 CFR 226.20). However, at the discretion of the adult day care center, adult participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable and/or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

CERTIFICATION

Are meals provided using the Offer vs. Serve option? Yes No	
If yes, which meals () Breakfast () Lunch () Supper	
If yes, which meals? _____	
If yes, what date will you begin the Offer vs. Serve option? _____	
<i>I certify that the agency will comply with all meal and component requirements set forth in the federal regulations, 7 CFR Part 226 and outlined above. I understand that any meal served that does not meet these requirements may not be claimed for reimbursement under the Child and Adult Care Food Program.</i>	
Signature of Authorized Representative	Date

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.

INSTRUCTIONS FOR USE

CHILD CARE STANDARD FOOD SERVICE VENDING AGREEMENT (DELIVERY)

The attached sample *Standard Agreement to Furnish Food Service* can be used when an agency contracts with a food service vendor for meals that will be claimed for reimbursement under the Child and Adult Care Food Program (CACFP).

Agencies should familiarize themselves with procurement procedures and requirements as found in Title 2 *Code of Federal Regulations*, sections 200.318–326 (2 *CFR* 200.318–326) and Title 7 *Code of Federal Regulations*, Section 226.22 (7 *CFR* 226.22).

This agreement may be used **only** if the aggregate value of your contract is below the purchase threshold appropriate to your agency. The current Federal purchase threshold is \$150,000, per 2 *CFR* 200.88. As part of your agency's procurement standards, ensure that when you are purchasing goods over \$3,500 that obtain an adequate number of price quotes and select the lowest cost vendor. Please note that if you intend to purchase anything above the aggregate value of \$150,000 or would like a contract longer than one year, you must follow formal procurement process.

The agreement must be signed by both the agency and the vendor. This agreement contains the requirements outlined in the Code of Federal Regulations. **No deletions of clauses or items will be allowed without the approval of the Nutrition Services Division.** The Schedule B–Meal Pattern appropriate to your agency type is a required part of the agreement. Additional clauses may be added to bring the agreement into conformance with applicable State or local laws governing your agency.

If you are a public agency you may use your customary form of contract **if that form incorporates all of the provisions set forth in 7 *CFR* 226.6(i), 226.21, and 226.22.**

This agreement is **valid for one year only** (Ex: January 5, 2016–January 4, 2017). A new agreement must be executed annually. Submit a photocopy of each agreement to the CACFP for review **prior** to beginning program operations covered under the agreement. Copies of the completed agreement and all amendments must be retained by both the agency and the vendor. If only one original agreement is signed, we recommend that you retain it in your files.

If you have any questions regarding the use of this agreement or need clarification of the regulatory requirements for contracting, please call the Nutrition Services Division at (916) 445-0850 or toll free at (800) 952-5609.



**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 COUNTY OFFICE OF EDUCATION- NCCPA Grant, 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: Sonoma County Office of Education- Northern California Career Pathways Trust Grant

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: Sonoma County Office of Education

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Grades 9-12

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

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** [Signature] **Date:** 9/18/17

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Debi Batini **Phone #:** 707-528-5472

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 28, 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 (if working with the students)

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

Verified by: _____ **Date:** _____

Andre Bell, Assistant Superintendent, Business Services

LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Integrated Pathway Coaching (IPC) Expectations:

- Participate in coaches' orientation and professional development activities including training in Transformational Coaching, Coaching for Equity and Integrated Instructional Coaching;
- District will provide designated Integrated Pathway Coaching ("IPC") site staff at least one release period out of their teaching schedule to perform the duties outlined below;
- District designated IPC site staff shall participate in six IPC County-wide Integrated Instruction Community of Practice meetings to support and coordinate coaching activities, collaborating across the county and sharing best practices. These are mandatory meetings and IPC staff are expected to attend all six meetings. The meeting schedule will be issued by SCOE no later than September 1, 2017. Upon the third absence of any IPC site staff member, continued participation will be evaluated by SCOE and funding can be revoked.
- Work with Pathway Teachers to identify opportunities for integrated projects and engage site Work-Based Learning ("WBL") Coordinators in developing WBL opportunities to enhance curriculum and instruction.
- Work with Pathway Teachers to identify opportunities for integrated projects and engage site WBL Coordinators in developing WBL opportunities to enhance curriculum and instruction.
- Work cooperatively with county, district and site leadership to determine strategies and processes for employing transformational rather than transactional coaching. See <http://elenaaguilar.com/about/coaching/> for more information.
- Devise and execute a coaching plan to: advance identified goals by facilitating pathway level self-assessment and action planning, coach Pathway Teachers to build their own capacity to implement integrated curriculum and work-based learning, assist the regional, district and site leadership to identify needs and access services that promote the implementation and sustainability of a system of quality pathways, assist pathway teams to use data to monitor progress and initiate an improvement plan, align with the regional implementation plan;
- Attend Pathway Team meetings regularly to observe, provide feedback, offer tools and suggestions, pose probing questions and suggest possible professional development activities;
- Work openly with coaching community to generate ideas, approaches and strategies to deepen and improve coaching practices;
- Help develop a coaching toolkit of protocols, resources, samples and templates that support good coaching practice and are consistent with the relevant District's vision for transformation and reform;
- Participate in two convenings in the NCCPA region to share pertinent information, promising practices and innovative strategies;
- Submit a monthly coaching report to District, site and SCOE CTESS leadership Language that identifies the major activities of the last month, successes, areas of concerns, next steps and any assistance needed.

Work-based Learning Expectations:

- District and/or site WBL Coordinators shall participate in five County-wide WBL Implementation Team meetings to participate in the Sonoma County WBL System for industry contacts, support and coordinate WBL activities, collaborating across the county and sharing best practices. These are mandatory meetings and WBL Coordinators are expected to attend all five meetings. The meeting schedule will be issued by SCOE no later than September 1, 2017. Upon the third absence of any District and/or WBL Coordinator, continued participation will be evaluated by SCOE and funding can be revoked.
- Design and implement student WBL activities in collaboration with Pathway Teacher Teams and the NCCPA's Regional WBL Coordinator.
- Coordinate a variety of WBL activities aligned to pathway instructional goals for students, including screening, assessments for job readiness, career exploration and counseling, job preparation skills training.
- Provide necessary support for successful student participation in WBL activities, including, but not limited to, required District documentation, permission slips, transportation, workplace visits, communication between employer and students, and event development and evaluation.
- Utilize and contribute to the County-Wide WBL System and industry partner database developed and managed by the CTE Foundation Sonoma County.
- Select, place, supervise, and evaluate students in internship placements, and other WBL activities. Collaborate with employer representative to address any on-site questions or issues related to individual WBL placements.
- Provide problem-solving and follow-up activities to facilitate ongoing employer participation in collaboration with the CTE Foundation and SCOE CTE Support Services.
- Provide resources to parents, instructional and College and Career Center staff, community members and employers.
- Provide support and resources to school district administrators, school site administrators and teacher teams developing school programs, including, but not limited to, career academies, pathways, courses and special projects relating to career education and work-based learning.
- Maintain necessary records of student participation; compile, report and analyze

(b) CONTRACTOR's Responsibilities and Duties:

SCOE will:

- Provide Training and Support to IPC's and WBL Coordinators including Coaching training and training on WBL as an instructional strategy.
- Coordinate and Manage a County-wide IPC Monthly Community of Practice.
- Coordinate in partnership with the CTE Foundation Sonoma County a WBL Implementation Team that will meet at least five (5) times per year.
- Collaborate with District's Director of Career Technical Education/College and Career Readiness to monitor, support and evaluate the IPC and WBL services provided in this contract.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 28, 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. CONTRACTOR agrees to pay DISTRICT for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Sixty-eight Thousand Dollars (\$68,000). CONTRACTOR shall pay DISTRICT according to the following terms and conditions:

SCOE shall compensate the District for the following:

- \$30,000 to support Work-based Learning at three NCCPA school sites (Elsie Allen, Montgomery, and Piner High School) through a contract with Social Advocates for Youth.
- \$38,000 for Integrated Pathway Coaching Support to school sites. This funds include:
 - One-site based IPC at Elsie Allen High School
 - One site-based IPC at Montgomery High School
 - \$5,000 for district Teachers on Special Assignment to participate in integrated pathway coaching training, SRCS WBL/Integrated Pathways Coaches Community of Practice, and costs associated with attending the Linked Learning convention.

Payment shall be made to District upon the execution of this MOU. The District shall invoice SCOE College and Career Readiness Services for \$68,000 upon the execution of this Contract, which SCOE shall pay within thirty (30) days of receipt of invoice.

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?):

These activities will provide coherent, rigorous, and relevant teaching and learning programs to graduate college and career ready students. This will be measured by an increase in Work-Based Learning (WBL) activities and development of integrated curriculum by teacher teams.

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, each party shall not be liable to the other for any costs or expenses paid or incurred by the other party in performing services under this CONTRACT.

7. Independent Contractor. CONTRACTOR and DISTRICT, in the performance of this CONTRACT, shall be and act as an independent contractor. Each party understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the other party, and are not entitled to benefits of any kind or nature normally provided employees of the other party and/or to which the other party'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. Each party 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. Each party 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 its employees.

8. Materials. Each party 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. Each party'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. Indemnification:

- (a) Each party shall indemnify, defend with counsel acceptable to the indemnified party, and hold harmless to the full extent permitted by law, the other party 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 indemnifying party'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 indemnified party. 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 the other party or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) Each party shall be liable to the other party for any loss or damage to the other party's property arising from or in connection with their performance hereunder.

10. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR and DISTRICT 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/CONTRACTOR".

(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/CONTRACTOR, 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/CONTRACTOR with respect to any insurance or self-insurance programs maintained by DISTRICT/CONTRACTOR and no insurance held or owned by DISTRICT/CONTRACTOR 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/CONTRACTOR.

(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/CONTRACTOR." **[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 other party:

(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 the other party's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of the other party's request.

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

(i) Material Breach: If either party, 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. Each party, at its sole option, may terminate this CONTRACT and obtain damages from the other party resulting from the breach. Alternatively, each party may purchase such required insurance coverage, and without further notice to the other party, may deduct from sums due to the other party any premium costs advanced by each party for such insurance. These remedies shall be in addition to any other remedies available to either party.

11. Termination:

(a) Either party may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to the other party. In the event CONTRACTOR elects to terminate the CONTRACT without cause, it shall pay DISTRICT 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, DISTRICT 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 CONTRACTOR by virtue of any breach of the CONTRACT by DISTRICT.

12. Fingerprints. Each party and its employees are subject to the fingerprinting requirements of Education Code section 45125.1. Each party shall submit fingerprints for review by the Department of Justice and authorize the other party to receive subsequent arrest and conviction notifications.

13. Confidentiality. Each party 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. Each party shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

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

15. Assignment. The obligations of either party pursuant to this CONTRACT shall be performed solely by that party and shall not be assigned or transferred by either party to any third party or employee/agent of that party without the other party's prior written consent.

16. Compliance with Applicable Laws. The services completed herein must meet the approval of the other party and shall be subject to the other party's general right of inspection to secure the satisfactory completion thereof. Each party 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 that party or its business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

17. Permits/Licenses. Each party 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.

18. 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.

19. 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 County Office of Education

5340 Skylane Boulevard

Santa Rosa, CA 95403

707-524-2600

jsnyder@scoe.org

20. Nondiscrimination. Each party 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.

21. Extra (Changed) Work. Only the County Superintendent may authorize extra (and/or changed) work, which shall be in writing and approved by both parties. Failure of the DISTRICT 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 DISTRICT thereafter shall be entitled to no compensation whatsoever for the performance of such work.

22. Conflict of Interest. Each party represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. Each party further represents that in the performance of this CONTRACT, no person having such interest will be employed..

23. 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.

24. 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.

25. Joint Representation. Each party to this CONTRACT 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/reviewing this CONTRACT.

THIS CONTRACT IS ENTERED INTO THIS 8 DAY OF September, 2017.

DISTRICT

By: _____
Signature

AUTHORIZED SIGNER or CONTRACTOR

By: Jennie Snyder
Signature

Andre Bell

Typed Name

Jennie Snyder, Ed.D.

Typed Name

Assistant Superintendent Business Services

Title

Deputy Superintendent

Title

707-528-5831

707-524-2786

LEASE

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

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

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

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

4. Rent. Tenant shall pay Landlord, without demand, monthly rent for the Premises in the amount of \$825, payable in advance on the first day of each month commencing August 1, 2017. The rate shall increase annually on August 1, 2018 of each year by \$25 per month.

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

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

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

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



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

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

SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-5805-0-1140-1000-5800/5100-249-H202

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: ☒ Other SCTG

For Billing (if applicable): ☐ Bill to: Billing Frequency:

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Students at schools served

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

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

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

Proposed Contract Start Date: 8-28-17 Proposed Contract End Date: 8-28-18

Requisition #: R18-02083

BUSINESS SERVICES USE ONLY

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

Verified by: André Bell, Assistant Superintendent, Business Services Date:
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SEE ATTACHED CONTRACTOR AGREEMENT

(b) CONTRACTOR's Responsibilities and Duties:

SEE ATTACHED CONTRACTOR AGREEMENT

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 28, 2017 and will continue through August 28, 2018 subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Thirty-one thousand, Nine hundred Seventy-Five Dollars (\$31,975). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

SEE ATTACHED CONTRACTOR AGREEMENT

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?):

Metrics to measure outcomes of the services will be mutually determined by the District and Contractor but may include the following:

- Number of students and adults trained with intervention skills, along with post training surveys measuring readiness of students to safely intervene in situations when peer-to-peer mistreatment is occurring.
- Reduced incidents of suspension as per discipline data tracked by the District.
- Number of times students intervened as tracked by each participating school
- Anecdotal data including Principals Letters
- Year-end survey results of Ambassadors and Adult Leadership

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 to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and

under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Community Matters

P O Box 14816

Santa Rosa, CA 95401

(707) 823-6159

Program: leeann@community-matters.org

Contract question, payment: jenn@community-matters.org

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

nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 18th DAY OF September, 2017

DISTRICT

By: _____
Signature

Andrè Bell
Typed Name

Assistant Superintendent Business Services
Title

707-528-5831
Telephone Number

CONTRACTOR

By: 
Signature

Jenn Montagna o/b Community Matters
Typed Name

Finance & OPS Director
Title

707-823-6159 ex108
Telephone Number

Contract DUE BACK BY:	Jul 27, 2017
CM Contract #	3665
Date of Contract:	May 16, 2017

<p>Fax back to Community Matters 707-823-3373</p>

**Contract
between**

Community Matters

and Santa Rosa City Schools

P. O. Box 14816
Santa Rosa, CA 95402
PH: 707-823-6159 **FAX: 707-823-3373**
Vendor ID #
hereinafter referred to as "CM"

211 Ridgway Ave
Santa Rosa CA 95401
707-528-5284

hereinafter referred to as "Client"

This Contract details the responsibilities of the above parties relative to the services listed below.

CM Will Deliver the services outlined below:

Service Code	Service Name and Description	Cost
SSAIM/H	Initial Mid/High - Safe School Ambassadors Training & Support	\$6,395.00
	For: Montgomery High School Santa Rosa CA	
	On: Montgomery HS - Fall 2017	
	Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults	
	Deliverables: 1) Provide 2 days of on-site training for 35-40 NEW Safe School Ambassadors and 5-8 adults (1 adult per 6 students), as described in SSA program literature.	
	2) Provide program materials for all training participants.	
	3) Provide up to 2 hours of program implementation support by phone, web and email.	
	4) Provide 1-year access to the web based data collection tool for measuring and tracking Ambassadors interventions	
	Service Subtotal:	\$6,395.00
SSAIE	Initial Elem - Safe School Ambassadors Training & Support	\$6,395.00
	For: Proctor Terrace Elementary School Santa Rosa CA	
	On: Proctor Terrace ES - Fall 2017	
	Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults	
	Deliverables: 1) Provide 2 days of on-site training for 30-40 NEW Safe School Ambassadors and 5-8 adults (1 adult per 6 students), as described in SSA program literature.	
	2) Provide program materials for all training participants.	
	3) Provide up to 2 hours of program implementation support by phone, web and email.	
	4) Provide 1-year access to the web based data collection tool for measuring and tracking Ambassadors interventions	
	Service Subtotal:	\$6,395.00

Contract	
DUE BACK BY:	Jul 27, 2017
CM Contract #	3665
Date of Contract:	May 16, 2017

<p align="center">Fax back to Community Matters 707-823-3373</p>

SSAIE Initial Elem - Safe School Ambassadors Training & Support \$6,395.00

For: Hidden Valley Elementary School Santa Rosa CA
On: Hidden Valley ES - Fall 2017

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

- Deliverables: 1) Provide 2 days of on-site training for 30-40 NEW Safe School Ambassadors and 5-8 adults (1 adult per 6 students), as described in SSA program literature.
2) Provide program materials for all training participants.
3) Provide up to 2 hours of program implementation support by phone, web and email.
4) Provide 1-year access to the web based data collection tool for measuring and tracking Ambassadors interventions

Service Subtotal: \$6,395.00

SSAXE Expansion Elem - Safe School Ambassadors Training & Support \$6,395.00

For: James Monroe Elementary School Santa Rosa CA
On: James Monroe ES - Sep. 1 & 8, 2017

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

- Deliverables: 1) Provide 2 days of on-site training for 30-40 NEW Safe School Ambassadors and 5-8 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors. (1:6 adult to student ratio for each day)
2) Provide program materials for all training participants.
3) Provide up to 2 hours of program implementation support by phone, web and email.
4) Provide 1-year access to the web based data collection tool for measuring and tracking Ambassadors interventions

Service Subtotal: \$6,395.00

SSAIM/H Initial Mid/High - Safe School Ambassadors Training & Support \$6,395.00

For: Piner High School Santa Rosa CA
On: Piner HS - Sep. 20 & 21, 2017

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

- Deliverables: 1) Provide 2 days of on-site training for 35-40 NEW Safe School Ambassadors and 5-8 adults (1 adult per 6 students), as described in SSA program literature.
2) Provide program materials for all training participants.
3) Provide up to 2 hours of program implementation support by phone, web and email.
4) Provide 1-year access to the web based data collection tool for measuring and tracking Ambassadors interventions

Service Subtotal: \$6,395.00

Contract	
DUE BACK BY:	Jul 27, 2017
CM Contract #	3665
Date of Contract:	May 16, 2017

Fax back to
Community Matters
707-823-3373

Client Will fulfill the following obligations:

- Return this contract by 7/27/2017 to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements will be voided.
- Complete the tasks and comply with the conditions specified in the "Contract Addendum" attached to and hereby specifically included in this Contract.
- Support the SSA program for at least two years to establish it on campus and ensure its sustainability.
- Provide a suitable facility for training, as outlined in the "Training Room Requirements" attachment.
- Provide necessary supplies and equipment, as outlined in the "Training Supplies, Equipment and Logistics" attachment.

Payment for Services: Client agrees to pay CM, in US funds, the following fees for delivery of the services outlined above:

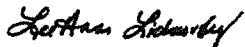
Total Price: \$31,975.00

Upon completion of services or as specified herein, CM will invoice client for the items described above. Client agrees to pay such invoice(s) in full no later than 30 days from invoice date.

Grand Total: \$31,975.00

Signatures

For Community Matters



LeeAnn Lichnovsky

Date: 5/22/2017

I have read the Contract Addendum. Initials: _____

For Client

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____

Attachments

- ☒ Contract Addendum - Please review and INITIAL ABOVE to accept these terms.
- ☒ Billing Information Sheet - please complete and return with this Contract
- ☒ Training Room Requirements - please give this to the person handling training logistics.
- ☒ Training Supplies, Equipment and Logistics - please give this to the person handling training logistics.
- ☐ Service Addendum
- ☐ Award Letter
- ☐ SSA TOT Participation Agreement
- ☐ SSA Site License Agreement



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 Lori Lynass, Sound Supports, hereinafter referred to as "CONTRACTOR".

SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-5805-0-1140-1000-5850/5150-249-

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: ☒ Other SCTG

For Billing (if applicable): ☐ Bill to: Billing Frequency:

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Students at schools supporting BEST Plus

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

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

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

Proposed Contract Start Date: 8-1-17 Proposed Contract End Date: 6-30-18

Requisition #: R18-02208

BUSINESS SERVICES USE ONLY

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

Verified by: André Bell, Assistant Superintendent, Business Services Date:
LAST REVISED ON 4-7-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide facilities for trainings.

(b) CONTRACTOR's Responsibilities and Duties:

Provide professional development, coaching, technical assistance and evaluation supports related to the BEST Plus program.

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

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Seventy Thousand Dollars (\$70,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$2,500 per day onsite support
\$200 per hour for offsite support and technical assistance
Travel expenses which include airfare, hotel, rental car, airport parking and daily per diem rate of \$10 breakfast, \$15 Lunch & \$25 Dinner

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?):

Metrics Use include:

Outcomes data tracked in BEST Plus

Fidelity Data – TFI and District Capacity Assessment

Evaluation Data collected at each workshop

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 to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and

under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Lori Lynass Ed.D.
15810 6th Ave NE
Shoreline WA, 98155
206-261-5314
lynassl@gmail.com

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

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

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

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

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

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

DISTRICT


By: _____
Signature

Andrè Bell
Typed Name

Assistant Superintendent Business Services
Title

707-528-5831
Telephone Number

CONTRACTOR

By:  _____
Signature

Lori Lynass
Typed Name

Executive Director, Sound Supports
Title

206-261-5314
Telephone Number



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Writing by Design, Certified Education Consultants, Inc 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: 06-0500-0-1140-1000-5800-1245114

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☐ Other: L-CAP

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

Contract is: ☒ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Schoolwide 480 students

Approved at Site by*: [Signature] Date: 9/8/17
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Cheryl Miller ESOM SRFACS Phone #: 707-522-3161
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 10/11/17 Proposed Contract End Date: 05/30/18

Requisition #: R18-02044

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

DUTIES.

(a) DISTRICT's Responsibilities and Duties:

As part of our 2016/2017 LCAP, we adopted and implemented Writing by Design to enhance our writing programs in both English and French, and the goal was to increase SBAC scores in writing. We have materials from Grades K-6 and we have used this program to prepare the students for 2 writing prompts a year. One is a narrative and the other is opinion writing. This year we hope to expand the writing program and include assessments in both English and French. This training will be necessary to help new teachers understand the teaching strategies used in Writing By Design. The current LCAP has funding for Writing by Design instructional materials as well as teacher training.

(b) CONTRACTOR's Responsibilities and Duties:

Contractor will provide training to teachers/admin for implementing Writing by Design. Contractor will tailor the training to the needs of the school.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 10/11/2017, and will continue through 5/30 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 _____ Dollars (\$ 3041.50 _____). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$2,800 by Oct. 20, 2017
(Two-thousand, eight hundred)

11. 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]

Contractor will provide data from a pre- and post- assessment of the training. The assessments will be provided by teacher/admin input.

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.

11. Taxes. Federal Internal Revenue Service 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

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: Writing by Design / Certified Education
Street: 4167 Twilight Ridge Consultants, Inc.

City/State/Zip: San Diego CA 92130

Phone: 888-847-9845 / 858.888.5457

Email: info@WritingByDesignK8.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: _____

Diann Kitamura

Superintendent

Signature: K. Kin

Print Name: Kim Kin

Title: Writing by Design Regional Director

707-528-5831

kimberlyanne.kim@gmail.com
Phone: 858.888.5457



**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 Kyle Matthews, 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: 01-0520-0-1140-1000-5800-232-H130

Funding Category: Base ☒ Supplemental Concentration
Restricted: _____

Other Goal 1 Line 9

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

Contract is: New ☒ Renewal Addendum Amendment

Number of Individuals Served: 65

Approved at Site by*: [Signature] Date: 9/11/17

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Denee Clay **Phone #:** 528-5267
(Comstock MS)

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9/13/17 **Proposed Contract End Date:** 4/14/18

Requisition #: R18-02218 - see attached

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:

Contractor's responsibilities include delivering ³⁸ poetry lessons at Comstock Middle-School, gathering materials & tools for said lessons & assisting students in creating poems that please and inspire them, that help express their innermost thoughts & feelings and provide relief from strictly left-brain teaching!

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 9/13, 2017 and will continue through 4/14, 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 1500 Dollars (\$ 1500.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Upon completion of CONTRACTOR's residency

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]

Progress will be measured by the students' grasp of poetry tools, such as metaphor, hyperbole, simile & alliteration. Progress is also to be gauged by students' comfort & facility giving voice to their inner processes through the medium of poetry.

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: Kyle Matthews

Street: 11718 Bascom Valley Rd

City/State/Zip: Sebastopol CA 95472

Phone: 707 322 3812

Email: kylewhitebear@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 7 DAY OF Sept, 2017.

DISTRICT

Signature: _____

AUTHORIZED SIGNER or CONTRACTOR

Signature: Kyle Matthews

Diann Kitamura

Superintendent

dmartin@sres.k12.ca.us

707-528-5831

Print Name: Kyle Matthews

Title: Port Teachers

Email: KyleWhitebear@gmail.com

Phone: 707 322 3812



River City Testing

7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508
(951) 697-0800 ~ fax (951) 697-5744

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

September 21, 2017

Mr. Braff:

E-MAILED TO: mbraff@srcs.k12.ca.us

RE: Piner High School, Santa Rosa City Schools
DSA Application Number 01-116732, DSA File Number 49-H7
DSA Inspection of Light Poles and Light Pole Bases

I am providing this proposal for the referenced services. It is my understanding that our services will consist of shop welding inspection at Musco Lighting in Muscatine, Iowa, for three 80B and three 70D light poles, as well as prestressed concrete inspection of six 5B light pole bases at Cretex Companies in Elk River, Minnesota.

The shop welding inspection will be performed by an AWS CWI and the prestressed concrete inspection will be performed by a DSA-approved prestressed concrete inspector. This proposal excludes inspection of submerged arc or flex core welded pole seams. If this project requires any seam weld inspection we will need to be notified. Our fee for the inspection of the light poles and light pole bases, which will remain in effect until March 21, 2018 is noted below.

DSA Inspection of Light Poles and Light Pole Bases \$4,650.00

This price is based on the use of our stockpile bases and one day of inspection for light poles at Musco Lighting. We reserve the right to increase this fee if we do not have a minimum notice of eight working days to plan our travel for this trip. Our fee includes all reports as required by DSA, documentation, and travel expenses. Additional copies of reports can be provided upon request and are subject to additional costs. Payment of our invoice is due within 30 days of invoice date and interest in the amount of 1/2% per month is applicable to all past-due amounts.

This proposal is based on information received from Musco. We have not reviewed any plans, specifications, or schedules for this project. We will need to review the DSA-approved drawings prior to inspecting the poles at Musco and prior to issuing any inspection reports.

Please contact me if you have any questions regarding our services or fees.

Sincerely,

APPROVED BY:

Robert E. Schumacher
Director of Operations

signature

printed name and title

Client # 22750 / S45

P.O.# _____

AGREEMENT FOR SPECIAL SERVICES

Factfinding

This is an Agreement between the **SANTA ROSA CITY SCHOOLS**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 5, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding services relative to factfinding; and

WHEREAS, Consultant is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;


NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent's designees with issues for services relative to district collective bargaining negotiations as mandated by Sections 3540, et seq., of the California Government Code.
2. The Client agrees to pay Consultant \$295 per hour, plus expenses, to review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage. Time spent by the SSC Assistant Director will be billed at \$215 per hour. Time spent by the SSC Consulting Coordinator will be billed at \$200 per hour. Time spent by SSC support staff to prepare materials will be billed at \$145 per hour.
 - a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - b. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, and duplication.
3. This Agreement shall be for the period commencing July 5, 2017, and terminating January 31, 2018. It may be terminated at any time prior to January 31, 2018, by either

party hereto on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued as of the cancellation date.

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

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

BY: 

DIANN KITAMURA
Superintendent
Santa Rosa City Schools

DATE: 9/20/17

BY: _____

JOHN GRAY
President
School Services of California, Inc.

DATE: _____



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Michael Richmond, 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: _____

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: Santa Rosa City Schools

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

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** [Signature] **Date:** 9/22/17

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Rick Edson **Phone #:** 707-528-5411
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: October 2, 2017 **Proposed Contract End Date:** June 30, 2017

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:

- Provide access to appropriate data to complete responsibilities and duties as outlined in Section (b).
- Provide additional support as needed to facilitate completion of responsibilities and duties as outlined in Section (b).

(b) CONTRACTOR's Responsibilities and Duties:

- Complete CALPADS Fall 1 data submission certification.
 - Certification Deadline: December 15th, 2017
 - Amendment Window: December 16th - January 26th, 2018;
- Complete CALPADS Fall 2 data submission certification.
 - Certification Deadline: February 23rd, 2018
 - Amendment Window: February 24th - March 23rd, 2018;
- Complete CALPADS End of Year 1 data submission certification.
 - Certification Deadline: July 31st, 2018
 - Amendment Window: August 1st, 2018 - August 31st, 2018;
- Complete CALPADS End of Year 2 data submission certification.
 - Certification Deadline: July 31st, 2018
 - Amendment Window: August 1st, 2018 - August 31st, 2018;
- Complete CALPADS End of Year 3 data submission certification.
 - Certification Deadline: July 31st, 2018
 - Amendment Window: August 1st, 2018 - August 31st, 2018;
- Complete CEBDS data submission.
 - Certification Deadline: October 31st, 2017;
- Data Import/Export:
 - NutriKids Free and Reduced Lunch Program export into Illuminate Ed ISI
 - Escape Staff data to Illuminate Ed ISI;
- Office of Civil Rights setup in Illuminate Ed ISI for 2018 data reporting period;
- Support for Illuminate Ed ISI system, Destiny Library system, Database Administration support; and
- Implementation of eSchoolPlus era reports in Illuminate Ed Business Intelligence system.
- The Services will also include any other tasks which the Parties may agree on.

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

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Three Thousand Five Hundred Dollars (\$103,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- The Contractor will charge the Client for the Services at the rate of \$11,500.00 per month.
- The Client will be invoiced every month.
- Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

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?):

- Successful completion and submission of all CALPADS Data for the specified reporting periods.
- Successful completion and submission of CBEDS Data for the specified reporting period.
- Successful completion of data import/export for NutriKids software
- Successful setup for Office of Civil Rights Reporting in Illuminate
- Data support for Illuminate ISI and DNA, Destiny Library System, database administration
- Support transitioning existing eSchoolPlus reports to Illuminate

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] Contractor will be performing the requirements of this contract remotely.**

(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: Michael Richmond

Street: _____

City/State/Zip: _____

Phone: _____

Email: _____

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 2nd DAY OF October, 2017.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

André R. Bell

Assistant Superintendent, Business Services

dmartin@srcs.k12.ca.us

707-528-5831

Signature: _____

Print Name: Michael Richmond

Title: _____

Email: _____

Phone: _____