



## SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and The Salvation Army Tutoring & Mentoring Program (TAM), 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: No cost to the district

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

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: \_\_\_\_\_

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

\*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 9/7/17

\*\*Signature-DISTRICT OFFICE DEPT.

Contract Created by: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8-15-17 Proposed Contract End Date: 5-31-18

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

### BUSINESS SERVICES USE ONLY

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

Funding Source/Funding Category verified: ☐ YES ☐ NO | Board Approval Date: \_\_\_\_\_

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

André Bell, Assistant Superintendent, Business Services

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- The use of the appropriate number of classrooms at Brook Hill, Helen Lehman, Steele Lane, Abraham Lincoln and James Monroe Schools dependent upon the number of students and tutors in the TAM Program.
- From the Principals and/or teachers at the above schools, referrals of "at-risk" and "high-risk" students who would benefit from the TAM Program based on their academic and social-emotional needs.
- Adult bathroom facilities for Site Supervisor and tutors/mentors.
- Storage space for TAM tubs which contain program supplies.
- Emergency procedures in case of an emergency.

(b) CONTRACTOR's Responsibilities and Duties:

- A paid Site supervisor to oversee the tutors and students at all times when tutoring and mentoring occurs on Tuesday, Wednesdays and Thursdays from 2:15-5:00 PM.
- We agree to recruit, train and manage the volunteer tutor/mentors.
- We agree to screen the volunteers in accordance with Education Code Section 45122.1 in that the Department of Justice has ascertained that the person has not been convicted of a felony or a crime against children.
- We agree to make available the necessary program supplies, such as pencils, paper, books, etc for tutors and students to use during the tutoring and mentoring time.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2017, and will continue through May 31, 2018, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. The TAM Program is funded by The Salvation Army Santa Rosa Corps so there is no cost to the district.

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?):

We are approved and vetted by Upstream Investments Tier 3.  
<http://www.sonomaupstream.org>

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

**CONTRACTOR:**

The Salvation Army

93 Stony Circle

Santa Rosa, CA 95401

707-535-4264

Veronica.Velez@usw.salvationarmy.org

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

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201

**DISTRICT**

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

Andrè Bell  
Typed Name

Assistant Superintendent Business Services  
Title

707-528-5831  
Telephone Number

**CONTRACTOR**

By: Veronica J. Velez  
Signature

Veronica J. Velez  
Typed Name

Director of TAM program  
Title

707-535-4264  
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 United Way of the Wine Country (UWWC) Schools of Hope, 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: No charge to the District

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

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

Contract is: ☐ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: \_\_\_\_\_

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

\*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Signature-DISTRICT OFFICE DEPT.

Contract Created by: Kelley Dillon Phone #: 528-5272  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8-1-17 Proposed Contract End Date: 7-31-18

Requisition #: NA

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

Andr  Bell, Assistant Superintendent, Business Services

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District shall designate an instructional staff member(s) (Reading Specialist, Teacher or other appropriate staff) to act as Site Coordinator(s). The Site Coordinator(s) provides on-site supervision of the Program, for the purpose of ensuring the most effective placement and use of volunteer tutors and Program resources at the school site, including, but not limited to the following:

1. Provide tutors with an orientation to individual school policies, procedures, and unique culture. Be available during tutoring hours to assist should questions or concerns arise. Ensure tutors receive feedback, encouragement and appreciation of their work
2. Facilitate the active involvement of teachers and other appropriate staff in identifying students in need of tutoring support and developing tutoring activities that fit within the Schools of Hope framework.
3. Work closely with United Way (UWWC) and its Program partners in matching, scheduling and communicating with volunteers.
4. Deliver or coordinate the delivery of the initial 2-hr Tutor Training, as well as additional In-Service Training Sessions as needed to improve program effectiveness and tutor abilities.
5. Coordinate a substitute tutor pool at the site.
6. Identify students receiving tutoring, based on the DIBELS Next or Let's Go Learn Composite Score and Program selection criteria.
7. Report program data two times per year, including but not limited to: Student High Frequency Word assessment scores, number of students receiving tutoring and number of tutoring sessions per student.
8. Monitor and record volunteer hours.
9. Participate in Operational Team meetings to monitor Program implementation and improvement, every other month or as needed.
10. Connect the Program and its resources with other parent communication, education and engagement activities offered at the site.
11. Communicate with UWWC staff to review site priorities and alignment of Program resources. This may be covered during the Operational Team meetings, but could also occur outside of that time as necessary.

For evaluation and Program monitoring purposes:

1. The District shall cooperate with the Program to use DIBELS Next or Let's Go Learn assessments to assess all students in grades served in order to identify students who will receive tutoring.
2. The District shall provide demographic and program data to the United Way of the Wine County Schools of Hope program for students all in the grades served by the Schools of Hope tutoring program as well as for as well as for students at one or more non-participating comparison school(s) for program evaluation purposes.
  - i. Demographic data shall include CALPADS Statewide Student Identifier, ELL status, Gender, Free and Reduced Lunch Data, SPED status
  - ii. Program data shall include:
    - a. Number of tutoring sessions (for students receiving tutoring)
    - b. DIBELS or Let's Go Learn scores (beginning, mid, and end of year scores).

The data will not contain student name, address or other identifiers. The Schools of Hope program will make this data available to Sonoma State University School of Education program evaluators. United Way of the Wine Country will not release any

data that identifies individual students, teachers or schools.  
The District shall provide the opportunity for UWWC to update school staff, parent groups and District board to understand the goals of the Program, and progress toward meeting them once or twice during the year.

The District shall not ask or expect UWWC or Tutors to perform the duties of paid staff members, or otherwise replace or supplant school site or district employees.

The District shall be willing to collaborate with the Program's partners to increase community awareness about the Program and resources to support it.

(b) CONTRACTOR's Responsibilities and Duties:

- A. UWWC shall provide to the District funding, not to exceed \$2,000 per school site, for Site Coordination of the Program, including, but not limited to, all necessary services and activities as defined in Section II.
- B. Payment for Site Coordination, as outlined in Section II, shall be made in two payments: one in December 2017 and one in May 2018. The District will decide whether or not payments will be made to the District or directly to the Site Coordinator(s).
- C. UWWC will provide \$100 per Tutor Training to the school Site Coordinator(s) or a designee to deliver up to 4 trainings (not to exceed \$400) during the 2017-2018 school year.
- D. UWWC will reimburse school Site Coordinators and/or schools for the purchase of Program materials not to exceed \$150.
- E. UWWC and its program partners shall organize and facilitate the overall planning, coordination, implementation, and evaluation of the Program.
- F. Recruitment, screening, background checking, orientation, coordination of tutor training, and placement of Tutors at school sites shall be conducted by UWWC and its program partners.
- G. UWWC shall support and complement District activities and initiatives to strengthen parents' role as partners in their children's education.
- H. UWWC shall monitor the Program for continuous improvement and conduct an evaluation of the Program.
- I. UWWC shall expand the Program to additional District sites and grades K-3 as resources become available.
- J. Each individual executing this Agreement, or its counter-part, on behalf of the respective party thereto warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the party that he/she represents.
- K. This Agreement contains the entire understanding of the parties and constitutes the sole and only agreement between them concerning the subject matter hereof or the rights and duties of any of them in connection therewith. Any agreements or representations among the parties hereto regarding the Program not expressly set forth in the Agreement are null and void.
- L. Each of the parties hereto agrees that it shall act in good faith in an attempt to cause all the conditions precedent to the respective obligations to be satisfied.
- M. This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any disputes to be Sonoma County, California. Should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2016, and will continue through July 31, 2018, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

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

No cost to District

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?):

Schools of Hope volunteers serve students K-3, with the exact grades served differing per school. Student success is currently measured by Let's Go Learn assessment scores in Santa Rosa City Schools. (Participating districts use either DIBELS Next or Let's Go Learn.) Per 2016-2017 score evaluation by Sonoma State University, we found a significant difference between SOH and non SOH students in favor of the SOH students in both first and second grades. 70% of first graders and 77% of second graders in the Schools of Hope program reached benchmark by the end of the year. In our comparison group of students not participating in the program, 54% of first graders and 55% of second graders reached benchmark by the end of the year.

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

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

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees 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](mailto:dmartin@srs.k12.ca.us)

**CONTRACTOR:**

United Way of the Wine Country  
975 Corporate Center Parkway, Suite 160  
Santa Rosa, CA 95407  
707-528-4485

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

Mike Kallhoff  
Typed Name

President & CEO  
Title

707-528-4485 ext. 140  
Telephone Number

mike.kallhoff@unitedwaywinecountry.org  
Email Addresss

## ***LICENSE AGREEMENT***

THIS AGREEMENT is made and entered into by and between the City of Santa Rosa Elementary School District, a political subdivision of the State of California (hereinafter "District") and Community Action Partnership of Sonoma County/Headstart Program (hereinafter "CAPSC")

WHEREAS, District is supportive of child care programs for children and is authorized to permit the use of District property for this purpose; and

WHEREAS, CAPSC is a non-profit organization which includes in its services the organization and staffing of child care programs;

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Site - District leases to CAPSC and CAPSC leases from District the following Site (hereinafter "Site"):

A lot approximately 130 feet by 80 feet located on the Lincoln Elementary School campus, 850 West 9<sup>th</sup> Street, Santa Rosa, southwest corner of property, fronting Simpson Street as set forth in the drawing identified as the "Proposed Child Care Location: attached hereto, and incorporated herein by reference.

2. Term -The original term of this Agreement commenced July 1, 1991, and has been renewed through June 30, 2017. The parties intend to renew this Agreement for a renewal term commencing on July 1, 2017 and terminating on June 30, 2018. CAPSC may renew the Agreement in one-year increments for up to an addition five (5) years as specified in Paragraph 16, but subject to the termination provisions of paragraph 14.

3. Consideration – In consideration of the use of the Site obtained from District, CAPSC agrees to the terms and conditions of this Agreement and further agrees to pay to District \$571.37 per month in advance through quarterly installments due July 1, October 1, January 1, March 1 of each year. The rate in this agreement may be subject to adjustments upward or downward each year effective July 1. Such requests for rate adjustments are to be made in writing, to be received by either party no later than July 1 in any year. A request to the District is to be addressed to the Associate Superintendent of Business.

Adjustments will be made in accordance with the Consumer Price Index of the Pacific Cities Published by the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco Office (or its successor). The increase or decrease will not exceed 6% in any given year, and shall be based on the “urban wage earners and clerical workers” schedule, for the San Francisco-Oakland-San Jose areas. Any request for rate adjustments shall be based on the index published for the March ending. Any adjustment requested and accepted will become effective for lease period beginning July 1 and for that succeeding twelve (12) month period.

4. Purpose - CAPSC has placed a portable/modular type facility (“Facility”) on the Site under the terms and conditions provided elsewhere in this Agreement.

5. Utilities - CAPSC is responsible for the cost of electricity, gas, water, sewer, phone, garbage service, and similar utilities servicing the Site and Facility.

6. Insurance –

- a. Throughout the term of this Agreement, CAPSC shall maintain in full force and effect, Comprehensive General Liability or Commercial General Liability Insurance covering bodily injury (including death), personal injury, and property damage.

Limits shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate, professional liability coverage with per occurrence limits of not less than one million dollars (\$1,000,000.00) and improper sexual conduct coverage of not less than one million dollars (\$1,000,000.00)

CAPSC shall name the District, its officers, agents, and employees, individually and collectively, as additional insureds. Such insurance for additional insureds shall apply as primary insurance, and any other insurance maintained by the District, its officers, agents and employees shall be excess only and not contributing with the insurance required under this paragraph.

- b. Workers’ Compensation and Employer’s Liability Insurance –

Throughout the term of this Agreement CAPSC at its own cost shall

maintain in full force and effect, Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than one million dollars (\$1,000,000.00) per accident. The insurance shall be endorsed to waive all rights of subrogation against the District its officers, employees, agents and volunteers for loss arising from or related to the uses provided for in this Agreement.

c. Property Insurance – CAPSC shall be solely responsible for maintaining property insurance coverage for all Sites Facilities and contents thereof.

7. CAPSC 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 CAPSC's use of District's property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of 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 CAPSC or its agents under worker's compensation acts, disability benefit acts, or other employee benefit acts. This indemnity obligation shall survive termination or expiration of this Agreement with respect to any Liability which arose while the Agreement was still in effect. CAPSC shall be liable to District for any loss or damage to District property arising from or in connection with CAPSC's use of such property.

8. Assignment – CAPSC shall not assign or sublease the Site in whole or in part without the prior written consent of District.

9. Compliance with Regulations – During its use and occupancy of the Site and Facility, CAPSC shall comply with all applicable District, local, state, and

federal laws, regulations, ordinances, and policy applicable to the use and occupation of the Site and Facility.

10. Alterations – CAPSC agrees that during the term of the Agreement the District shall not be called upon by CAPSC to make any alteration, additions or improvements in and upon the Site or the Facility.

11. Non-Interference – The CAPSC agrees that during the term of the Agreement the CAPSC will not schedule maintenance or make any alterations, additions or improvements in and upon the Site without prior notice and written authorization of District.

12. Responsibility for Repairs – CAPSC shall be responsible for and shall pay for any repairs or replacements which are occasioned or made necessary by reason of the use of said Site and Facility by CAPSC or its agents or employees.

13. Right to Inspect – The District and the agents and employees of the District shall have the right to enter upon the Site and Facility at all reasonable times to inspect the physical conditions of the Site and Facility and to protect any and all rights of the District.

14. Conditions of Termination – During the term of this Agreement, CAPSC shall at all times maintain the Site and Facility in a good, clean and safe condition. Upon the expiration of the term of this Agreement and any renewals thereof or upon the sooner termination thereof, CAPSC shall surrender to the District possession of the Site. District shall have first option to purchase any portable/modular building (Facility) that may be present on Site at time of termination pursuant to conditions specified under Paragraph 15. CAPSC shall surrender to the District all other utilities and site improvements such as electricity, gas, water, sewer, phone lines, walkways, parking facilities, fencing at no cost to the District (except as provided for under Paragraph 15) upon said termination. CAPSC shall leave the Site in as good order and condition as said Site was in at the beginning of the term of this Agreement, ordinary wear and tear thereof and damage by the elements, fire, earthquake, flood, act of God, or public calamity excepted. District or CAPSC may terminate this Agreement at any time



for any or no reason by giving at least one hundred eighty (180) days written notice to the other party to this Agreement.

15. Transfer of Ownership of Portable/Modular Facility – Upon termination of this Agreement and only in the event District intends to purchase the portable/modular Facility(ies) that may exist on Site at the time this Agreement is terminated, CAPSC shall provide District with legal proof of sole ownership of said Facility.

The value of said property shall be set within sixty (60) days from the date of transfer of ownership by means of a mutually acceptable method of value. If the Parties cannot agree on a method of value, the value shall be determined by an average value between at least two (2) independent appraisals. The cost of appraisals shall be born equally by both District and CAPSC.

16. Option to Extend Lease – Upon mutual agreement of the Parties and providing CAPSC is not in default on any of the terms of this Agreement, CAPSC may renew this Agreement for one (1) year terms following the original five (5) year term of this Agreement.

17. Portable Buildings – Any portable/modular building placed on Site under this Agreement must meet all existing Field Act standards and be approved by the Office of the State Architect. It is understood that any such building(s) must be in the style and design of those selected by the Santa Rosa City School District for its own instructional or administrative programs.

## NOTICE

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

District:  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401  
Phone: (707) 528-5381  
Fax: (707) 528-5103

CAPSC:  
Community Action Partnership of Sonoma  
County/Headstart Program  
1300 North Dutton Avenue  
Santa Rosa, CA 95401  
Phone: (707) 544-6911  
Fax: (707) 526-2918

By: \_\_\_\_\_  
André R. Bell  
Assistant Superintendent, Business

By: \_\_\_\_\_  
(Name): \_\_\_\_\_  
(Title): \_\_\_\_\_

Board Approved: October 11, 2017

APPROVED AS TO FORM

Clare Gibson, 5/18/06  
School and College Legal Services

Joan Tapanainen, 5/12/06  
RESIG



## 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 \_\_\_\_\_ Restorative Resources \_\_\_, 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: 01-5805-0-1140-1000-5800/5100-249-5114

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 Phone #: 284-8218  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9-22-17 Proposed Contract End Date: 6-30-18

Requisition #: R18-02366

### 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: \_\_\_\_\_  
André Bell, Assistant Superintendent, Business Services

LAST REVISED ON 4-5-17

Joel Dantos, Executive Director, Fiscal Services

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide facilities space. Also see CONTRACTOR'S Responsibilities and Duties.

(b) CONTRACTOR's Responsibilities and Duties:

**General Description**

Restorative Resources will provide restorative practice training, service, and implementation support in four areas.

1. Continue to provide direct services in holding the accountability circle process as an expulsion-diversion intervention for youth referred from SRCS. In addition, we will
2. Train and mentor SRCS staff at both district and site level to build the systemic infrastructure to support the accountability circle process.
3. Restorative process crisis response services for significant incidents of harm.
4. Support in developing Collaborative Community Engagement class at Elsie Allen High School and Connections class at Cook Middle School.

**1. Accountability Circles Direct Service Details**

The accountability circle process includes the following services:

- Communication and scheduling with student families to facilitate entrance into the accountability circles and throughout the duration of the process.
- Weekly two-hour circles for referred youth.
- Restorative conference facilitated by trained community volunteers.
- Preparation of youth and impacted parties before the restorative conference, and assistance monitoring restorative plan after restorative conference.
- Graduation ceremony at the conclusion of the accountability circle process.

**2. Accountability Circles Training and Mentoring Details**

Restorative Resources staff will assist SRCS to build the systems and skills necessary to support the accountability circle, which include but are not limited to the following:

- Formal training on all aspects of the accountability circles.
- Work with district office staff, site administration, BEST Plus site teams, Restorative Specialists, and others to gain full understanding of the scope and practice of accountability circles.
  - Discuss and agree on process for identifying students to be referred to accountability circles.
  - Identify staff to communicate with student families and schedule initial meetings.
  - Identify location in which to hold weekly youth circles.
  - Designate staff to serve as circle keepers.
  - Designate individuals to serve as restorative conference facilitators.

- Mentoring of circle keepers as SRCS takes on management of weekly accountability circles.
  - Designated SRCS circle keepers first observe Restorative Resources staff as they hold weekly youth circles.
  - Then, SRCS circle keepers lead weekly youth circles with support from RR staff.
  - Finally, SRCS circle keepers take fully responsibility for weekly youth circles.

### 3. Restorative Process Crisis Response Details

Restorative Resources staff will be available to facilitate a restorative process for significant incidents of harm and/or conflict as requested by the SRCS District Office. Interventions could include students, their families, and/or school staff. The designated practice(s) will be arranged in collaboration with district and/or site staff and could include one or more of the following:

- Restorative conference
- Small group restorative dialogue
- On-going restorative circles
- Other interventions as needed

### 4. Class Development and Support

Restorative Resources staff will offer support in the development of two classes in SRCS district where restorative practice is a core component of the class's learning objectives. These are the Collaborative Community Engagement (CCE) class at Elsie Allen High School and the Connections class at Cook Middle School. The scope of support provided by Restorative Resources will be decided on an ongoing basis in collaboration with both district and site staff and could include the following:

- In-class support
- Lesson planning and curriculum development
- Reflection conversation
- Training and development for course instructor
- Other needs as determined

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 22, 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 Eighty-five thousand Dollars (\$85,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

#### Item 1 Cost:

- \$800 per referred youth.
- \$200 will be billed upon referral. The remaining \$600 will be billed upon a student's entrance in the accountability circles process.
- Youth referred by site administration should be approved by district office before the referral is sent on to Restorative Resources.

#### Item 2 Cost:

- \$1600 per day of training
- \$1000 per half day of training
- \$100 per hour of mentoring

Item 3 Cost:

- \$100 per hour of direct service or mentoring

Item 4 Cost:

- \$100 per hour for mentoring and support

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?):

Item 1 Outcomes:

- Provide alternative to expulsion, as evidenced by SRCS student discipline data and RR data tracker
- Improve satisfaction in discipline process, as evidenced by restorative conference surveys
- Improve student resiliency, as evidenced by pre and post surveys

Item 2 Outcomes:

- Provide support needed to transfer responsibility of Accountability Circles process to SRCS, as evidenced by a functioning AC process guided by SRCS personnel

Item 3 Outcomes:

- Successful conflict resolution process that maximizes repairing of harm and prevention of future harm, as evidenced by completion of restorative conference action plan(s)

Item 4 Outcomes:

- Range of support provided to class instructor, as evidenced by data sheet that tracks hours and type of support provided.

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

**CONTRACTOR:**

Restorative Resources

2349 McBride Lane

Santa Rosa, CA 95403

707-542-4244

[Susan@restorativeresources.org](mailto:Susan@restorativeresources.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 7th DAY OF September, 2017

**DISTRICT**

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

Andrè Bell  
Typed Name

Assistant Superintendent Business Services  
Title

707-528-5831  
Telephone Number

**CONTRACTOR**

By: Susan G. Kinder  
Signature

Susan Kinder  
Typed Name

Executive Director  
Title

707-542-4244  
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 Luther Burbank Center for the Arts, hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** 01 - 0500 - 0 - 1140 - 1000 - 5800 - 249 - H114

**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:** 50 students -- Summer Camp 2017

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

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

**Contract Created by:** Elizabeth Evans, Curriculum & Instruction, 7-12 **Phone #:** 528-5761  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** July 1, 2017 **Proposed Contract End Date:** July 27, 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:** \_\_\_\_\_  
Fiscal Services Authorizer

**LAST REVISED ON 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

DISTRICT will provide the venue for Mariachi Camp at Lawrence Cook Middle School ensuring that spaces are clean and ready for use; District will provide funding for Mariachi Camp staff (\$20,400.00) and supplies (\$500.00). Mariachi Camp staff includes a camp lead, (\$3,200.00), four music teachers (\$2,400.00 each); four assistants (\$1,200.00 each) support coordinator (\$1,600.00) and one general camp assistant (\$1,200.00)

(b) CONTRACTOR's Responsibilities and Duties:

CONTRACTOR will manage all aspects of Mariachi Camp remaining on site for three-week program; handle application and registration process for up to 50 participants; confirm placement with families; engage and contract musicians; coordinate logistics and provide funding for end of project reception and performance to be held at Luther Burbank Center for the Arts. The Center will also provide and maintain all of the instruments for the camp. The Center will also provide training to teachers and assistants prior to the camp.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 5, 2017, and will continue through July 27, 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 Twenty Thousand, Nine Hundred Dollars (\$20,900.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

CONTRACTOR will contract and compensate Mariachi Camp staff directly. DISTRICT will remit to CONTRACTOR payment of \$20,900.00, which is due to CONTRACTOR on or by July 5, 2017.

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

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

CONTRACTOR will administer pre- and post- project evaluations of participants. In addition, CONTRACTOR will solicit evaluations from parents at the end of the program. Data will be analyzed by CONTRACTOR following the program. Questions will assess participants' present knowledge of Mariachi music, previous experiences in the arts, level of engagement, and connection to cultural elements. Sample evaluations will be provided upon request. CONTRACTOR will provide copies of evaluations and analyzed data to DISTRICT by October 31, 2017. CONTRACTOR will work with DISTRICT to assess post-camp benefits to students relative to school attendance and engagement.

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

**CONTRACTOR:**

Name: Luther Burbank Center for the Art

Street: 50 Mark West Springs Rd

City/State/Zip: Santa Rosa, CA 95407

Phone: 707-800-7500

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 \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

**DISTRICT**

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

Andre R. Bell

Assistant Superintendent

dmartin@srcs.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: 

Print Name: Anita Wiglesworth

Title: Director of Programming

Email: awiglesworth@lutherburbankcenter.org

Phone: 707-800-7500



## 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 Dovetail Learning Inc., 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: 01-5805-0-1140-1000-5800-249-5114

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 sites using 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 Phone #: 528-8218  
Name of SRCS employee AND dept. or school site

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

Requisition #: R18-02366

### 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:

Andr  Bell, Assistant Superintendent, Business Services

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Execute counselor led model of 1<sup>st</sup> year TOOLBOX™ implementation

Order requisite materials for implementation

(b) CONTRACTOR's Responsibilities and Duties:

Dovetail Learning will provide training and ongoing professional development consultation for 1<sup>st</sup> year counselor led model

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 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 \$7,000 Dollars (\$7,000) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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?):

Teacher Survey    Pre and post evaluations showing improvement in behavioral referrals

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

**CONTRACTOR:**

Dovetail Learning Inc  
825 Gravenstein Hwy,N. Suite 2  
Sebastopol, CA 95472

707-528-5381

dmartin@srcs.k12.ca.us

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 18<sup>th</sup> DAY OF September, 2017

**DISTRICT**

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

Signature

Andr  Bell

Typed Name

Assistant Superintendent Business Services

Title

707-528-5831

Telephone Number

**CONTRACTOR**

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

Signature

Bryan Clement

Typed Name

Director of Program and Partnerships

Title

707-480-8779

Telephone Number



September 27, 2017

8002.07

Santa Rosa City Schools  
211 Ridgeway Avenue  
Santa Rosa, CA 95401

Attention: Mike Braff

Subject: Proposal - Special Inspection Services  
Piner High School Track Improvements  
1700 Fulton Road, Santa Rosa, California  
DSA File #49-H7; DSA Application #01-116732

Dear Steve:

At your request, LACO Associates (LACO) is pleased to present this proposal to Santa Rosa City Schools (District) to provide special inspection and materials testing services during construction activities associated with planned track improvements at Piner High School. In preparation of this proposal we have reviewed plans, a specifications manual, and DSA Form 103 prepared by AXIA Architects dated September 14, 2017. In addition, we have reviewed a Geotechnical Investigation report prepared by RGH Consultants dated February 15, 2017. Upon acceptance of this proposal, LACO will assume responsibilities as Geotechnical Engineer of Record (GEOR) for this project.

#### **PROJECT DESCRIPTION**

Plans indicate new field lighting and a concrete sound wall will be constructed near the existing athletic track within the northeast portion of the campus. Field lighting is shown as 70-foot high at 6 locations supported by precast bases set within steel-reinforced concrete drilled piers. The sound wall is constructed of pre-cast panels, varying between 10 and 13 feet in height and supported on steel-reinforced cast-in-place concrete drilled piers. Plans indicate welded elements that will require shop and field welding inspection. In addition, some minor filling and backfilling is anticipated that will require geotechnical observation and testing.

#### **SPECIAL INSPECTION SERVICES**

A California Registered Civil Engineer will review concrete mix designs for conformance with project plans and specifications. We will be present at the rebar fabrication facility to sample and tag individual bundles and sample specimens for required laboratory tensile and bend testing. During foundation excavation activities for field lighting and sound wall piers we will be present to observe conditions encountered, document that suitable bearing materials are encountered and modify report recommendations, if warranted. Prior to placement of concrete we will perform batch plant inspections to verify that materials conform to project specifications. During placement of concrete, we will observe procedures, perform temperature and slump tests, and prepare cylinders for laboratory compressive strength testing. Certified welding inspectors will observe shop and field welding and compare our observations to project plans and specifications. We will perform load testing of post-installed anchors, as required.

During fill and backfill placement and compaction operations we will be present to observe compaction procedures and perform density tests at representative locations following ASTM D6938

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553  
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223  
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 [www.lacoassociates.com](http://www.lacoassociates.com)

guidelines. Representative samples of fill and backfill materials will be tested in our laboratory in general accordance with ASTM D1557 test procedures as a basis for estimating relative compaction.

We will provide the services of qualified and certified technicians and registered engineering staff to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or discrepancies with construction elements we are requested to observe and/or test will be brought to the immediate attention of the Inspector of Record (IOR) and contractor(s). Field reports and laboratory test results will be distributed to the architect, engineer, IOR, and designated others. In addition, we will upload the reports to the DSA Box. We will prepare and submit interim DSA Form 291 and 293 documents, as requested by the IOR. At completion of the project, we will prepare final DSA Forms 291 and 293 for similar distribution.

### PROPOSED FEE

We will provide the services of our Special Inspectors on a time-and-materials basis with no minimum charges at a rate of \$104 per hour. Other charges will be in accordance with our Schedule of Rates (enclosed). Accordingly, we recommend that a budget of **\$18,860** be established for our services on this project, as detailed in the following table:

SPECIAL INSPECTION AND MATERIAL TESTING	HOURS	VISITS	RATE	COST
Geotechnical (GEOR) oversight	4	2	\$175	\$1,400
Geotechnical inspection	4	4	\$135	\$2,160
Rebar sample and tag	4	2	\$104	\$832
Special inspection of shop and field welding	4	4	\$104	\$1,664
Special inspection of concrete panel fabrication	4	4	\$104	\$1,664
Special inspection during concrete placement	6	4	\$104	\$2,496
Soil compaction testing	4	8	\$104	\$3,328
Laboratory compaction curve (est.)	-	-	-	\$360
Laboratory rebar tensile and bend testing (est.)	-	-	-	\$420
Laboratory concrete compression tests (\$25 ea.)	-	-	-	\$500
Sample retrieval	1	4	\$104	\$416
Vehicle charges (\$65 per day)	-	-	-	\$2,080
Professional engineering/management @ 8%	-	-	\$145	\$1,386
Certified Payroll and DAS Reporting	2	-	\$77	\$154
<b>Total</b>				<b>\$18,860</b>

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised that the actual construction schedule and progress of individual contractors controls the number of site visits needed for observation and testing and that our total fees may vary from our budget estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates. However, we will not exceed the contract budget without the owner's prior authorization.

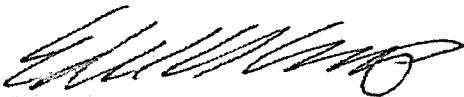
**SPECIAL CONDITIONS, ASSUMPTIONS, AND SERVICES NOT PROVIDED**

- This proposal assumes that the welding fabrication facility is located in Santa Rosa, California. If located outside Sonoma County, additional charges will apply.
- LACO will rely on the Owner or designated others to coordinate the total number of site visits needed to meet the testing requirements of the project.
- Materials testing or observation performed by LACO in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.
- The District will assist in providing safe access during on-site visits to facilitate required field testing and sampling.
- LACO shall have access to contract documents, including project plans, specifications, and any changes to the documents during construction, and other pertinent construction documents.
- This proposal assumes that this project qualifies as prevailing wage as set forth by the California Department of Industrial Relations.
- Design recommendations have not been included in this scope.
- LACO is not providing environmental engineering services on this project.

Thank you for considering our services. If this proposal is acceptable, please issue LACO a contract referencing this letter as the accepted scope of services.

We look forward to working with you on this project. Please call me directly at (707) 322-1748 should you have questions.

Sincerely,  
LACO Associates



Edward H. Crump, PE  
Senior Civil Engineer

EHC:dm



October 3, 2017

8002.08

Santa Rosa City Schools  
211 Ridgeway Avenue  
Santa Rosa, CA 95401

Attention: Mike Braff

Subject: Proposal - Special Inspection Services  
Maria Carrillo High School Track Improvements  
6975 Montecito Boulevard, Santa Rosa, California  
DSA File #49-H7; DSA Application #01-116724

Dear Mike:

At your request, LACO Associates (LACO) is pleased to present this proposal to Santa Rosa City Schools (District) to provide special inspection and materials testing services during construction activities associated with planned track improvements at Maria Carrillo High School. In preparation of this proposal we have reviewed the project DSA Form 103 prepared by Quattrocchi Kwok Architects dated September 27, 2017. In addition, we have discussed the project with Inspector of Record Mr. John Stocksdales. We understand that Miller Pacific Engineering Group will assume responsibilities as Geotechnical Engineer of Record (GEOR) for this project.

#### **PROJECT DESCRIPTION**

We understand that athletic track improvements include new goal posts near the existing athletic track within the northwest portion of the campus. The goal posts will be 30 feet in height and supported within steel-reinforced concrete drilled piers. Elements that will require special inspection include shop and field welding inspection, reinforcing steel and concrete.

#### **SPECIAL INSPECTION SERVICES**

A California Registered Civil Engineer will review concrete mix designs for conformance with project plans and specifications. We will be present at the rebar fabrication facility to sample and tag individual bundles and sample specimens for required laboratory tensile and bend testing. Prior to placement of concrete we will perform batch plant inspections to verify that materials conform to project specifications. During placement of concrete, we will observe procedures, perform temperature and slump tests, and prepare cylinders for laboratory compressive strength testing. Certified welding inspectors will observe shop and field welding and compare our observations to project plans and specifications. We will perform load testing of post-installed anchors, as required.

We will provide the services of qualified and certified technicians and registered engineering staff to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or discrepancies with construction elements we are requested to observe and/or test will be brought to the immediate attention of the Inspector of Record (IOR) and contractor(s). Field reports and laboratory test results will be distributed to the architect, engineer, IOR, and designated others. In addition, we will upload the reports to the DSA Box. We will prepare and submit interim DSA Form 291 documents, as requested by the IOR. At completion of the project, we will prepare a final DSA Forms 291 for similar distribution.

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553  
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223  
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 [www.lacoassociates.com](http://www.lacoassociates.com)

## PROPOSED FEE

We will provide the services of our Special Inspectors on a time-and-materials basis with no minimum charges at a rate of \$104 per hour. Other charges will be in accordance with our Schedule of Rates (enclosed). Accordingly, we recommend that a budget of **\$6,213** be established for our services on this project, as detailed in the following table:

SPECIAL INSPECTION AND MATERIAL TESTING	HOURS	VISITS	RATE	COST
Rebar sample and tag	4	2	\$104	\$832
Special inspection of shop and field welding	4	4	\$104	\$1,664
Special inspection during concrete placement	6	2	\$104	\$1,248
Laboratory rebar tensile and bend testing (est)	-	-	-	\$420
Laboratory concrete compression tests (\$25 ea.)	-	-	-	\$250
Sample retrieval	1	4	\$104	\$416
Vehicle charges (\$65 per day)	-	-	-	\$780
Professional engineering/management @ 8%	-	-	\$145	\$449
Certified Payroll and DAS Reporting	2	-	\$77	\$154
<b>Total</b>				<b>\$6,213</b>

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised that the actual construction schedule and progress of individual contractors controls the number of site visits needed for observation and testing and that our total fees may vary from our budget estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates. However, we will not exceed the contract budget without the owner's prior authorization.

## SPECIAL CONDITIONS, ASSUMPTIONS, AND SERVICES NOT PROVIDED

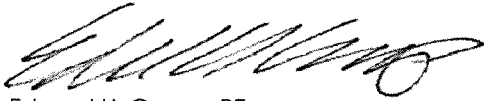
- This proposal assumes that the welding fabrication facility is located in Santa Rosa, California. If located outside Sonoma County, additional charges will apply.
- LACO will rely on the Owner or designated others to coordinate the total number of site visits needed to meet the testing requirements of the project.
- Materials testing or observation performed by LACO in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.
- The District will assist in providing safe access during on-site visits to facilitate required field testing and sampling.
- LACO shall have access to contract documents, including project plans, specifications, and any changes to the documents during construction, and other pertinent construction documents.
- This proposal assumes that this project qualifies as prevailing wage as set forth by the California Department of Industrial Relations.
- Design recommendations have not been included in this scope.
- LACO is not providing environmental engineering services on this project.

Proposal - Special Inspection Services  
Maria Carrillo High School Track Improvements  
6975 Montecito Boulevard, Santa Rosa, California  
Santa Rosa City Schools; LACO Project No. 8002.08  
October 3, 2017  
Page 3

Thank you for considering our services. If this proposal is acceptable, please issue LACO a contract referencing this letter as the accepted scope of services.

We look forward to working with you on this project. Please call me directly at (707) 322-1748 should you have questions.

Sincerely,  
LACO Associates

A handwritten signature in black ink, appearing to read 'Edward H. Crump', with a stylized, cursive flourish at the end.

Edward H. Crump, PE  
Senior Civil Engineer

P:\8000\8002 Santa Rosa City Schools\8002.08 Maria Crillo HS Track Field Replacement\01 Proposal Documents\8002.08 Proposal-T&I Services 20171003.doc

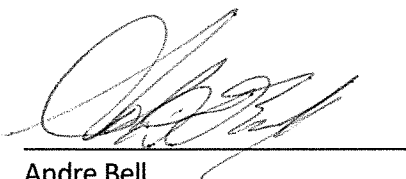




**ADDENDUM TO  
DEMOGRAPHIC ANALYSIS/FACILITY CAPACITY STUDY AGREEMENT  
for  
SANTA ROSA CITY SCHOOLS**

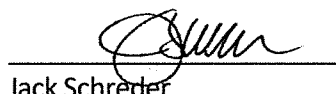
This addendum is to provide an additional 20 hours at \$165/hour for the Demographic Analysis/Facility Capacity Study agreement under an original contract signed April 16, 2015. This addendum is not to exceed 20 hours without prior authorization from the District. Work included in this addendum includes the following:

- Contact City and County Planning Departments for information regarding scope and status of the proposed Chanate Housing Development.
- Contact Developer regarding project timeline and build out.
- Estimate number of pupils to be generated from the Chanate Development based on student generation rates included in the 2016 Demographic Study.
- Based on information provided by the Planning Departments and the Developer, provide a summary of project status.



Andre Bell  
Assistant Superintendent of Business Services  
Santa Rosa City Schools

9/11/17  
\_\_\_\_\_  
Date



Jack Schreder  
Jack Schreder & Associates, Inc.

August 23, 2017

\_\_\_\_\_  
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 Amanda Stanbro, 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: 01-9999-0-1485-1000-5800-109-5109

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration  
☐ Restricted: \_\_\_\_\_ ☒ Other: Donations

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: 450

Approved at Site by\*: Kathy Almonted Date: 09/25/17  
\* Signature FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Karla Kinder-Rippin, Proctor Terrace Phone #: 707-522-3240  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: June, 2017 Proposed Contract End Date: August, 2017

Requisition #: R18-01802

### 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:

To pay the contractor.

(b) CONTRACTOR's Responsibilities and Duties:

Amanda Stanbro will tend to the garden during the months of June, July, and August.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 2, 2017, and will continue through August 14, 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 Thousand Dollars (\$1,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Net 45, per invoice from Amanda Stanbro.

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]

There is a Garden Committee, comprised of school staff and PTA Executive Board members monitoring the performance of the Garden Coordinator. The garden is to be properly maintained throughout the school year in order to provide a viable learning environment for our students.

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Termination:

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Name: Amanda Stanbro  
 Street: 2779 Royal Oak Place  
 City/State/Zip: Santa Rosa, CA 95403  
 Phone: 707-696-9484  
 Email: amandastanbro@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 26th DAY OF September, 2017.

**DISTRICT**

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

Diann Kitamura

Superintendent

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

707-528-5831

**AUTHORIZED SIGNER ~~or~~ CONTRACTOR**

Signature: 

Print Name: Amanda Stanbro

Title: Garden Coordinator

Email: [amandastanbro@gmail.com](mailto:amandastanbro@gmail.com)

Phone: 707-696-9484





**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 Scott Eason, dba Smiling Tiger Video, LLC., hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** 01-0500-0-1140-1000-5811-249-H201

**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:** District-wide

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

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

**Contract Created by:** Cindy Deuel, Curriculum & Instruction, 7-12    **Phone #:** 528-5650  
Name of SRCS employee AND dept. or school site

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

**Requisition #:** R18-02680

**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:

The school district will work with Beth Berk (producer and writer) and I (videographer and editor) to help construct meaningful message videos to represent the school district. This includes allowing access to the schools, staff, students, events, etc...related to the needed videos. The district will also communicate with Beth and me about topics and ideas for future videos.

(b) CONTRACTOR's Responsibilities and Duties:

Based on the production work flow that Beth and I discussed, we would continue to produce videos as needed by the Santa Rosa City School District. The hours billed will primarily depend on the time spent shooting video and interviews, set up and tear down of equipment, and editing. Additional work may be invoiced for re-shoots or re-edits due to script changes, music licensing, or other request from the school district. I will track hours involved and provide itemized monthly invoices. Travel expenses incurred for travel outside of Sonoma County would be included on the monthly invoice (with appropriate receipts) as a reimbursable expense.

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 Fifteen Thousand Dollars (\$15,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

My base rate for video production is \$125 per hour with a 25% discount for non-profit organizations such as Santa Rosa City Schools. This yields an actual rate of \$93.75 per hour. This includes use of video, audio, lighting and editing equipment. The discount does not apply to additional expenses such as music licensing, out-of-county travel, or special equipment rentals etc....

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

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

**The positive impact made will be through the easily accessible and engaging video used to community with faculty, staff, students, parents and the community. This impact will be gauged by feedback from the above groups and (hopefully) increased interaction of everyone involved with Santa Rosa City Schools.**

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Termination:

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

**CONTRACTOR:**

Name: Scott Eason dba Smiling Tiger Video, LLC

Street: 428 Alderbrook Drive

City/State/Zip: Santa Rosa, CA 95405

Phone: 707-480-1770

Email: Scott@SmilingTigerVideo.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 2<sup>nd</sup> DAY OF October, 2017.

**DISTRICT**

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

Andre R. Bell

Superintendent

dmartin@sres.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: Scott Eason

Print Name: Scott Eason

Title: Videographer

Email: Scott@SmilingTigerVideo.com

Phone: 707-480-1770