



## 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 Melanie Johnson, hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

#### Check one of the following:

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

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-6512-0-5750-3110-5800-398-5198 (20%  
01-6500-0-5740-3120-1210-198-9795 (80%)

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

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

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

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

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 1/23/17

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Lucero Garcia/Special Services Phone #: 707 528-5322  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: \_\_\_\_\_ Proposed Contract End Date: \_\_\_\_\_

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

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide an independent educational evaluation and report, inclusive of school observations, testing with student, collateral contacts with teachers and other relevant staff, IEP meeting attendance to discuss findings and recommendations stemming from the IEE.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - January, 2018, 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 Four-Thousand Dollars Dollars (\$ 4,000.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of a final invoice indicating hours worked, hourly rate, and total fee, not to exceed \$4,000.00.

"Non-Solicitation Clause: The District Agrees not to solicit the contractor for the term of this contract. If at the termination of this contract the District and the Contractor mutually to enter into an employment arrangement, the District will shall not be required to pay the Vendor a service fee due to agreeing to increased fees for the 2017-2018 school year."

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

- Contractor shall keep a log of activities including, but not limited to testing and observations conducted. Payment for any invoice may be withheld pending satisfactory receipt of this log.
- Measurable Metrics;
  - o Vendor to attend all IEP meetings as required,
  - o Vendor to be prepared with reports while at all IEP meetings
  - o Satisfactory Attendance/Professional Etiquette, and
  - o Satisfactory evaluation by Special Services Administration
- Frequency;
  - o Quarterly
  - o Semester; and
  - o End of Year

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

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

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

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

shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

**CONTRACTOR:**

Name: Melanie Johnson

Street: 2 Commercial Blvd

City/State/Zip: Novato, Ca 94949

Phone: (415) 454-9800

Email: mjj330@gmail.com

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

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

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

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

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

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

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

André R. Bell

Assistant Superintendent-Business Services

dmartin@sres.k12.ca.us

707-528-5831

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

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

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

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

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

Al Solenow PhD

Melanie Johnson

Psychologist

mjs330@gmail.com

415-454-9800





## CHECK REQUEST FORM

**DEPARTMENT:** Facilities/Bond Projects  
**REQUESTOR:** Mike Braff, Director of Facilities  
**DATE:** 2/06/18

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**Explanation:**

This is a check request for Division of the State Architect / Department of General Services for the Hidden Valley portables project. The check is to cover the planning or plan check fees for the project. The total due at this time will be \$12,500.00

Requisition R18-05059 was opened for these items.

**CHECK PAYABLE TO:** See attached.

**AMOUNT:** \$12,500.00

**INSTRUCTIONS:** Please contact Mike Braff when check is available.

Contact Beth at 5455 if you have any questions.

Thanks!

Beth Brose  
Consultant for Facilities/Bond Projects

R18-05059



## Plan/Field Review Fee Calculator

Project submitted to DSA

☒ on or after 10/1/2017☐ between 2/1/2016 and 9/30/2017☐ between 12/1/2014 and 1/31/2016☐ between 6/1/2013 and 11/30/2014☐ between 2/1/2010 and 5/31/2013☐ before 2/1/2010

Project Type:

School(K-12) ▼

Estimated Amt:

625000

Contracted Amt:

0

Change Order Amt:

0

☒ Access Compliance☒ Fire & Life Safety☒ Structural Safety

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$2,812.50	\$1,875.00	\$7,812.50	\$12,500.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

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Plan Review Fee Calculator

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## CHECK REQUEST FORM

**DEPARTMENT:** Facilities/Bond Projects  
**REQUESTOR:** Mike Braff, Director of Facilities  
**DATE:** 2/06/18

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### Explanation:

This is a check request for Division of the State Architect / Department of General Services for the 2018 Roofing/HVAC Program/Herbert Slater Plan Check Fee. The check is to cover the fees to close out the project. The total due at this time will be \$78,750.00 to reopen the project.

Requisition R18-04885 was opened for these items.

**CHECK PAYABLE TO:** See attached.

**AMOUNT:** \$78,750.00

**INSTRUCTIONS:** Please contact Mike Braff when check is available.

Contact Beth at 5455 if you have any questions.

Thanks!

Beth Brose  
Consultant for Facilities/Bond Projects



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Project Status eTracker

Inspectors

Accepted Labs

Plan Review Fee Calculator

Project Status Pre-Tracker

Help

## Plan/Field Review Fee Calculator

Project submitted to DSA

- ☒ on or after 10/1/2017
- ☐ between 2/1/2016 and 9/30/2017
- ☐ between 12/1/2014 and 1/31/2016
- ☐ between 6/1/2013 and 11/30/2014
- ☐ between 2/1/2010 and 5/31/2013
- ☐ before 2/1/2010

Project Type:

School(K-12) ▼

Estimated Amt:

5500000

Contracted Amt:

0

Change Order

0

Amt:

- ☒ Access Compliance
- ☒ Fire & Life Safety
- ☒ Structural Safety

Calculate

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$9,750.00	\$11,500.00	\$57,500.00	\$78,750.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

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# APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS

Please Print or Type all Information — or you may complete online and print for signatures. ALL FIELDS MUST BE FILLED IN PER INSTRUCTIONS.

1. Name of Facility: Herbert Slater Middle School
2. School District (or State Agency): Santa Rosa City Schools  
Mailing Address: 211 Ridgway Avenue, Santa Rosa CA 95401
3. Dist. Superintendent: Diann Kitamura, Superintendent  
Email: dkitamura@srcs.k12.ca.us Tel.: (707) 528-5181
4. Facilities Director/Contact: Michael Braff Title: Director of Facilities  
Email: mbraff@srcs.k12.ca.us Tel.: (707) 528-5310

**APPLICATION PURPOSE:** (Check applicable box and provide application number where required.)

- A.1 ☒ Initial Registration for Project Submittal (DSA will create new application number)
- A.2 ☐ Revised Registration for Project Submittal: DSA Application number is \_\_\_\_\_
- A.3 ☐ Project Submittal. Is Project Registered? ☐ YES ☐ NO If yes then DSA Application number is \_\_\_\_\_

**PROJECT SCOPE:** For questions 5–10, please provide specific building names per instructions.

5. Construction of: \_\_\_\_\_  
Past Application Occupied without DSA Certification? ☐ YES ☒ NO
6. Addition to: \_\_\_\_\_  
Past Application Occupied without DSA Certification? ☐ YES ☐ NO
7. Relocation of: \_\_\_\_\_  
Past Application Occupied without DSA Certification? ☐ YES ☐ NO
8. General Alteration to: Roof, and HVAC Replacement - Building A  
Past Application Occupied without DSA Certification? ☐ YES ☒ NO
9. Rehabilitation of: \_\_\_\_\_  
DSA Rehabilitation Pre-Application #: \_\_\_\_\_
10. Reconstructions of: \_\_\_\_\_  
Past Application Occupied without DSA Certification? ☐ YES ☐ NO
11. Review Requested:  
☒ Access ☒ Structural ☒ Fire & Life Safety ☐ Landscape Irrigation  
☐ Incremental review requested (DSA 1-INC attached) ☐ OTC requested (DSA 145 attached)
12. Project Location (Street Address): 3500 Sonoma Avenue
13. City: Santa Rosa Zip: 95405 County of: Sonoma

## DSA USE ONLY

	FEE SCHED.	CORRECT FEE	FEE PAID	UP/OP	REFUND
AC					
SS					
FLS					
DSA FILE NO.	DSA APP. NO.	DATE ASSIGNED	ESTIMATED COST	LANDSCAPE IRRIGATION	

**APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS**

14. Project Track. No. (PTN): \_\_\_\_\_ 15. Estimated Cost: \$ 5,500,000.00

16. Will project be submitted to the Office of Public School Construction (OPSC) for funding under the School Facilities Program? ☐ YES ☒ NO (If "NO" skip to line 17)

16a. OPSC Application No. (If known): \_\_\_\_\_

17. Approx. Total Floor Area (Sq. Ft.): 93,818

18. Design Snow Load: N/A

18a. (Prop 39) If project is using Prop 39 funds, enter the amount: \$ \_\_\_\_\_

19. **State Agencies Only:** Customer Account No.: \_\_\_\_\_ ABMS Project No.: \_\_\_\_\_

20. **Applicant's Statement of Responsibility:** I certify, under penalty of perjury, that I am acting for the school district/state agency in the legal capacity of agent making application for approval of plans and specifications. I further certify that, to the best of my knowledge, the answers given on this application are true and correct.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

21. Name of Applicant (Please Print): Michael Braff Title: Director of Facilities

22. Mailing Address (if Applicant is different from name shown in #2 or #23):  
\_\_\_\_\_

23. Architectural or Structural Engineering Firm: PBK Architects

Address: 2520 Venture Oaks Way, Suite 440 Tel.: (916) 682-9494

The following individual(s) is in general responsible charge of the preparation of plans, specifications, and related documents, and the observation of construction (Title 24, Part 1, Section 4-316, of the California Code of Regulations). If more than one individual in a firm is listed, then only the individual who accepts the responsibility for observation of construction shall submit verified reports in compliance with Section 4-341(f) Part 1, Title 24, CCR. The individual in general responsible charge may delegate responsibility for portions of the work on lines 24a through 24d. For projects which include construction of new modular or relocatable buildings manufactured offsite, the architect or engineer in responsible charge must delegate responsibility for preparation of plans and observation of construction to the manufacturer's architect or engineer on line 1.0 of DSA 1-MR. For relocation of existing modular or relocatable buildings, the architect or engineer in general responsible charge assumes the responsibility for observation of construction unless he/she delegates responsibility using the DSA 1-DEL.

Architect/Engineer in General Responsible Charge: Gary Gery

Email: gary.gery@pbk.com CA Reg. No.: C17626

And/or

Architect/Engineer in General Responsible Charge: \_\_\_\_\_

Email: \_\_\_\_\_ CA Reg. No.: \_\_\_\_\_

24. If portions of the preparation of the plans and specifications and the observation of construction were delegated, show name of registered engineer(s), and related information below. Changes to the delegated responsibility for individuals listed below shall be submitted to DSA on the DSA 108 or DSA 109. If more than one individual in a firm is listed, then only the individual who accepts the responsibility for observation of construction shall submit verified reports in compliance with Section 4-341(f) Part 1, Title 24, CCR. If no individual(s) is delegated, the individual in general responsible charge assumes responsibility for the applicable work on a project.

24a. Structural Engineering Firm: KPFF Tel.: (916) 772-7688

Engineer: Timothy Mathewson CA Reg. No.: S5770

**APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS**Email: tim.mathewson@kpff.com

And/or

Engineer: \_\_\_\_\_ CA Reg. No.: \_\_\_\_\_

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

24b. Mechanical Engineering Firm: Frontier Consulting Engineers, Inc Tel.: (530) 232-6160Engineer: Benjamin Abrahamsen CA Reg. No.: M35923Email: ben@frontierce.com

And/or

Engineer: \_\_\_\_\_ CA Reg. No.: \_\_\_\_\_

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

24c. Electrical Engineering Firm: Pace Engineering Tel.: (530) 244-0202Engineer: Anthony Bowser CA Reg. No.: E017988Email: tbowser@paceengineering.us

And/or

Engineer: \_\_\_\_\_ CA Reg. No.: \_\_\_\_\_

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

24d. Geotechnical Engineering Firm: \_\_\_\_\_ Tel.: \_\_\_\_\_

Engineer: \_\_\_\_\_ CA Reg. No.: \_\_\_\_\_

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

And/or

Engineer: \_\_\_\_\_ CA Reg. No.: \_\_\_\_\_

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

25. ☐ The project involves delegation of responsibility other than reflected in lines 24a–24d above. See instructions.

## 26. OTHER FACTORS (Check appropriate boxes)

26a.	<b>FLOOD HAZARD</b> (Check boxes that apply)  For details see DSA 3, sections D and 3.03V, and DSA PR 14-01	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Project is located in a flood hazard area as defined by the adopted local jurisdiction flood hazard map.
		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Project is Alteration/Modernization, Rehabilitation or Reconstruction and value of project is more than 50% of the pre-improvement replacement value of the structure.
26b.	<b>GEOHAZARD</b> (Check one box only)	<input checked="" type="checkbox"/> I have verified that this project does not require submittal of a Geohazard Report, per the most current edition of DSA IR A-4.	
		<input type="checkbox"/> Geohazard report is required and has been submitted to the California Geological Survey, in accordance with the most current edition of DSA IR A-4.	
26c.	<b>WAIVER OF DURABILITY</b> <input type="checkbox"/>	(For Relocatable Buildings Only) The school district requests waiver of durability requirements for substandard foundations per the most current edition of IR 16-1 and acknowledges that a conditional approval is acceptable.	

**APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS**

26d.	WIND LOADING <input checked="" type="checkbox"/>	(For Over the Counter Projects Only) I have verified this project wind exposure is C or less, has a basic wind speed of not more than 110 mph / 115 mph and a Topographical Factor Kzt=1.0 (ASCE 7-10, Section 26.8).	
26e.	FIRE HAZARD SEVERITY ZONE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Is this project located in Wildland-Urban Interface Fire Area per the Local Fire Authority, as described in CBC, Chapter 7A?

**27. Statement of responsibility: Architect / Engineer in General Responsible Charge**

I certify under penalty of perjury that all information presented on this form is true and correct and that I understand, and will fulfill, my responsibilities as the architect/engineer in general responsible charge of this project as defined in Title 24, Part 1, Section 4-341 of the California Code of Regulations.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Architect or Engineer in General Responsible Charge)

Indicate to which Regional Office form DSA 1 is being submitted:

- |   |   |   |   |
|---|---|---|---|
| <input checked="" type="checkbox"/> DSA Oakland Region<br>1515 Clay Street<br>Suite 1201<br>Oakland, CA 94612 | <input type="checkbox"/> DSA Sacramento Region<br>1102 Q Street<br>Suite 5200<br>Sacramento, CA 95811 | <input type="checkbox"/> DSA Los Angeles Region<br>700 N. Alameda St.<br>Suite 5-500<br>Los Angeles, CA 90012 | <input type="checkbox"/> DSA San Diego Region<br>10920 Via Frontera Rd.<br>Suite 300<br>San Diego, CA 92127 |
|---|---|---|---|

*Disclaimer:* I certify that this form is an exact duplicate (verbatim) of the form provided by the Division of the State Architect (DSA), i.e., Form DSA 1 (Revision 04-15-2016). In the event a conflict should exist, the language in the current DSA form will prevail.





(a) DISTRICT's Responsibilities and Duties:

District to contract with Mickey Porter (Contractor), who will provide coaching support to the BEST Plus coordinator (Kaesa Enemark). Kaesa Enemark will attend all scheduled coaching sessions with contractor (7 during 2017-18 school year).

(b) CONTRACTOR's Responsibilities and Duties:

Throughout a series of 7 coaching sessions during the 2017-18 school year, Mickey Porter (contractor) will offer support to the BEST Plus coordinator (Kaesa Enemark) in creating systems for MTSS supporting goal 1 (college & career readiness) & goal 2 ( student wellness) in the SRCS LCAP.

As requested, Mickey Porter (contractor) will provide support for the BEST Plus coordinator (Kaesa Enemark & Behavior Specialist on coaching sites teachers and administrators with the PBIS & RJP implementation.

Coaching sessions will offer support in strategizing & mapping out year-long plan and predesigning sustainability for BEST Plus.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – December 15, 2017, and will continue through June 30, 2017, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed two thousand and one hundred Dollars (\$2100). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Contractor will invoice district for the services during the 2017-18 school year. District shall be billed for any sessions cancelled with less than two-week's notice.

Payment is due upon receipt of invoice.

All checks shall be made payable to:  
Mickey Porter

All payments should be mailed to:  
PlusONE Leadership  
Attn: Mickey Porter  
2130 Green Hill Rd  
Sebastopol, CA 95472

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

The BEST Plus coordinator (Kaesa Enemark) will progress in creating systems for MTSS supporting goal 1 (college & career readiness) & goal 2 ( student wellness) in the SRCS LCAP; coaching sites teachers and administrators with the PBIS & RJP implementation; and strategizing & mapping out year-long plan and predesigning sustainability for BEST Plus.

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

**CONTRACTOR:**

PlusONE Leadership / Mickey Porter  
2130 Green Hill Road  
Sebastopol, CA 95472  
707-292-0953

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 15 DAY OF December, 2017.

**DISTRICT**

**CONTRACTOR**

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

By: Mickey Porter  
Signature

Andrè Bell  
Typed Name

Mickey Porter  
Typed Name

Assistant Superintendent Business Services  
Title

Owner, PlusONE Leadership  
Title

707-528-5831  
Telephone Number

707-292-0953  
Telephone Number



Product Manager  
**James Wynder**  
JamesW@pqbids.com

1211 N La Loma Circle  
Anaheim, CA 92806  
Tel 888-218-4173  
sales@PQBids.com  
PQBids.com

To: Santa Rosa City Schools

Date: January 16, 2018

## Agreement for Prequalification of Prospective bidders Services Using Option 1

**We at PQBids propose the following services to Santa Rosa City Schools in the amount of:**

**\$12,500 for 1 year**  
**\$34,500 for 3 years**  
**\$55,000 for 5 years**

1. To utilize our on-line automated prequalification web based services for school districts that you list.
2. Pre-qualify contractors using our 10 step questionnaire.
3. Conducts interview process of two (2) prior projects [Part of our scoring model].
4. Verify contractors past two (2) years of audited, or reviewed, financials [We use a simple formula: Total assets – Total liabilities= Net Worth x 10. That formula then gives them their rating that you will see on your homepage]
5. We also verify their letter of bondability and verify their accountant release letter.
6. Verify that Contractors have registered with the D.I.R. due to the mandatory SB 854.
7. View all approved general contractors and sub-contractors on your homepage.
8. We will provide all technical support
9. We will send you complete prequalification questionnaire and financials at your request (please note all financial statements are not subject to be shared with any entity other than the awarding agency).
10. Contractors are approved for a term of 1 year from the date approved.
11. Appeals Procedure as per noted on our website and through our tutorials. PQBids excludes any and all appeals procedures.

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

Acceptance: \_\_\_\_\_

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

Authorized signature only



HENRIS SUPPLY, INC. dba

SINCE 1940

CONTRACTORS Lic. #220964

## **HENRIS ROOFING COMPANY**

741 Petaluma Blvd. South  
Petaluma, CA 94952  
Phone (707) 763-1535 FAX (707) 763-2357

### **BID PROPOSAL**

**BID DATE:** 10/10/2017

**SB#**40865

**DIR#**1000006448

**TO:** Santa Rosa City Schools

**PROJECT:** Albert Biella Elementary Schools front portables only

**SECTION:** 07000

**SCOPE:**

- Tear off and haul away existing metal roofing down to plywood deck.
- Provide and install new 24 gauge Kynar coated 5 ½" fascia gutters and 10 new galvanized un-painted leader pipes.
- Provide and install GAF versa shield solo sheet to meet the class assembly.
- Provide and install GAF 60 ml white TPO over the solo sheet mechanically attached.
- Provide and install GAF clad edge metal at the parameter of each portable.
- Provide a manufacture 20 year NDL full system warranty by GAF

**BID PRICE:** \$64,875.00

**ADDENDA:** None Noted

**EXCLUDES:** permits, bonds, testing fees, carpenter, plumbing, electrical, and mechanical, metal copping, sheet metal, joint sealers, poly iso, shop drawings, testing drains, cricket's tapper system.

**ESTIMATOR:**Don Brooks



**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 Imaginists, hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

Funding Source: \_\_\_\_\_

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

*NO COST TO DISTRICT*

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

Contract is: X New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: 15-25 students

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, C&I Phone #: 707-528-5761  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: February 19, 2018 Proposed Contract End Date: June 1, 2018

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

**BUSINESS SERVICES USE ONLY**

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

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

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(1) Recruit and advertise the proposed free afterschool program, Acting and Devising Workshop with the Imaginists, promoting equitable access to the stage among the diverse Piner High School population;

(2) Provide access to the performance space for the end of workshop performance including access to costumes, and scene shop.

(b) CONTRACTOR's Responsibilities and Duties:

(1) The Imaginists will teach a 2 hour class, 2 times per week for nine weeks ending in 3 workshop performances.

(2) The focus will be on acting, ensemble, devising & writing, possibly an adaptation of classic Greek material, or literature.

(3) Amy Pinto and Brent Lindsay will teach and direct. *\*For more details, see attached proposal with the Imaginists Bios.*

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on February 19, 2018 and will continue through April 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 Zero Dollars (\$ 0 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

N/A: This service is being supported by a grant from the Community Foundation Sonoma County. (CFSC).

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 impact of the Contractor's work will show:

- 100% of participating students will gain acting, writing, and performance experience through participation in the Imaginists' workshop
- 100% of participating students will gain an understanding of contemporary devised theater practices by creating & performing an original group created theater piece
- 100% of participating students will exercise & empower their creative voices by contributing to the creation of a devised theater piece
- There will be increased enrollment & interest in the theater arts at Piner; 50% of participating students will take a follow up theater class with the Imaginists in 2019

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

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

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

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

☐ Provides safe and inviting facilities with current technology.

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- (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.
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(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]**

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

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(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.

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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

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

**CONTRACTOR:**

Name: the Imaginists

Street: 461 Sebastopol Ave.

City/State/Zip: Santa Rosa, CA 95401

Phone: 707-528-7554

Email: [amy@theimaginists.org](mailto:amy@theimaginists.org), [brent@theimaginists.org](mailto:brent@theimaginists.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**

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

Andre Bell

Assistant Superintendent

mmartin@srcs.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER of CONTRACTOR**

Signature: 

Print Name: BRENT LINDSEY

Title: EXECUTIVE DIRECTOR

Email: brent@theimaginists.org

Phone: (707) 291 7070

## Acting and Devising Workshop with the Imaginists

Piner High School February 19, 2018 – April 30, 2018

The Imaginists will teach a two hour class twice a week for nine weeks ending in three workshop performances, times and dates TBD.

The class will focus on beginning acting, ensemble techniques, beginning devising and writing for performance. The piece we work on will be an adaptation of a classic Greek play (possibly Antigone) or literature (possibly Alice in Wonderland) to be determined by the group.

Amy Pinto and Brent Lindsay will teach the class and direct the performance. The purpose of the class is to introduce students to acting and performance with an emphasis on devising, writing, and collaborative performance. Students will learn basic acting, voice, & movement techniques and gain performance experience.

Students will also learn about devising theater, its history and examples of work in contemporary theater. They will exercise their creative voices through improvisation and writing projects related to the play or story we are adapting.

This workshop is also intended to cultivate a robust theater culture at Piner HS.

This program is made possible, in part, by a grant from the Community Foundation Sonoma County Arts in Education Fund and is part of the Imaginists' ION Project programming.

## LICENSE AGREEMENT FOR LAND USE

Between

CITY OF SANTA ROSA (HIGH) SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and SANTA ROSA GIRLS SOFTBALL LEAGUE, hereinafter referred to as LEAGUE

### **I. Terms**

A. This License Agreement is entered into this January 5, 2018. This Agreement is entered into for the express purpose of granting SANTA ROSA GIRLS SOFTBALL LEAGUE permission to utilize property owned by the DISTRICT at Rincon Valley Middle School at 4650 Badger Road, February 1, 2018 through June 9, 2018.

### **II. Cancellation Provisions**

A. This Agreement shall be subject to termination upon six months written notice by either party to this Agreement or, in the event a public nuisance is declared by the Board, the Agreement may be suspended or revoked in accordance with Section X.A.1 below.

### **III. Amendments**

A. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

### **IV. Invalid Provisions**

A. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

### **V. Indemnification**

A. LEAGUE shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Education, 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 LEAGUE'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 LEAGUE or its agents under workers' 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.

LEAGUE shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with LEAGUE'S use of such property.

#### **VI. Insurance Limits**

A. The LEAGUE shall maintain in full force commercial general liability policy covering bodily injury and property damage. All policies and insurance carriers must be acceptable to DISTRICT and be written on an occurrence-based form. The LEAGUE must provide Workers' Compensation and employer's liability coverage for all employees and volunteers.

B. The insurance shall be in the following amounts: comprehensive general liability with a combined single limit with per occurrence limits of not less than \$1,000,000; with an annual general aggregate per policy of not less than \$2,000,000 and Workers' Compensation with statutory limits for the State of California.

C. The LEAGUE shall provide the DISTRICT with a Certificate of Insurance and an endorsement naming the DISTRICT, its officers, employees and agents as an additional insured with regard to the LEAGUE'S activities carried out under the terms of this Agreement

D. All public liability insurance shall insure performance of the indemnity provisions as set forth in Section V of this agreement.

#### **VII. Employment Provisions *(There are no employment provisions related to this Agreement)***

#### **VIII. Property and Equipment**

A. The LEAGUE shall conduct its program on Fields 1, 2, 3, 4, 5 and 6. Fields 4 and 5 are to be used by the LEAGUE for weekday practices only.

B. All construction or improvements by LEAGUE shall comply with DISTRICT specifications. No work shall be performed until all plans and specifications have been reviewed and approved by District's Associate Superintendent for Business or designee. All construction and improvements of a permanent nature shall become the property of the DISTRICT upon termination of this agreement.

C. LEAGUE will be permitted use of Fields 1, 2, 3, 4, 5 and 6 on January 13 and 20, 2018 for tryouts and on weekdays from 5:00-7:00 p.m. for practices and on Saturdays from 8:00 a.m. – 5:00 p.m. for softball games from February 1st through June 9, 2018. League will not have use of Fields 1, 2, 3, 4, 5 and 6 on February 21, 22; March 2, 12, 14, 15; April 11; May 3, 4, 5, 18, 22. This schedule is subject to cancellation by DISTRICT at any time when use of the facilities will conflict with activities of the DISTRICT, DISTRICT will endeavor to give LEAGUE two weeks notice in these circumstances. LEAGUE will upon receipt of any notice from DISTRICT, cancel LEAGUE activities during the period specified by DISTRICT.

**IX. Financial Provisions**

A. Financial transactions related to this agreement shall be conducted as follows:

1) LEAGUE will pay DISTRICT for utilization of property in the amount of \$1,780 per year, invoice for which is attached. Credits for rain out and non-use dates in 2017 have been given.

**X. Services To Be Performed Under This Agreement**

A. DISTRICT'S Responsibilities and Duties

1) District shall diligently oversee the LEAGUE'S use of property for compliance with the provisions of this Agreement. Should the LEAGUE fail to comply with any provision or should the use of the property by LEAGUE be declared a public nuisance by the Board of Education the right of LEAGUE to use DISTRICT property may be suspended or revoked.

B. LEAGUE'S Responsibilities and Duties

1) LEAGUE will submit an "Application and Permit for Use of School Facilities", required proof of insurance coverage, a schedule of the coming season and any proposed modifications to facility or parking areas by January 1st.

2) LEAGUE will be responsible for the removal of all trash, garbage, papers, etc. from the school premises so that area remains in a clean condition at all times.

3) LEAGUE hereby agrees to provide portable chemical toilets at its expense for public use during the term of this Agreement.

4) LEAGUE may sell food or related items when the premises are being used by LEAGUE during season. However, no outside concessionaire shall be permitted on the property without prior consent of the District.

5) LEAGUE will not use a public address system for regular season games or at any other time.

6) Consistent with the school rules for the campus, the LEAGUE will notify coaches, players, parents and spectators that animals are not permitted on school grounds with the exception of service animals.

7) LEAGUE shall diligently control vehicle traffic on school property and traffic-related problems on school property by:

- Parking is allowed in designated parking spaces only.
- Posting "no parking" signs at appropriate locations, subject to approval of the DISTRICT.
- Including standing announcements on all communications to parents of Girls Softball League advising them to respect the privacy and property of school neighbors.
- Including a segment in all trainings for team managers and other volunteers advising them to respect the privacy and property of school neighbors.

8) The use of field lights for the purpose of conducting LEAGUE activities after dark is prohibited.

9) The LEAGUE will not use the school site's tennis courts or quad(s) for

tryouts or practice.

10) The LEAGUE will have limited use of the school site's blacktop for practices.

11) The LEAGUE will leave the Santa Rosa Accelerated Charter School's (SRACS) eating area (picnic table under shade structure) in clean condition and refrain from moving the tables from their designated positions.

12) One month prior to the beginning of each season, LEAGUE shall produce and distribute a schedule to all neighbors who share a common property line with the school, to Rincon Valley Middle School and to the District Office.

C. If any provision of this License Agreement is found to be unenforceable by a court of competent jurisdiction, the provision or provisions shall be severed and the remainder of this Memorandum of Understanding shall continue in full force and effect.

This Agreement is entered into and shall be construed in accordance with the laws of the State of California.

Date: 1/17/18

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

Santa Rosa Girls Softball League

Santa Rosa (High) School District

P.O. Box 9615

211

Ridgway Ave.

Santa Rosa, CA 95401

Santa Rosa, CA 95405

By: 

Chris Carr, Vice President  
Santa Rosa Girls Softball League

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

Andre' R. Bell, Assistant Superintendent  
Business Services

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

Amy Sather, Assistant Principal  
Rincon Valley Middle School

Board of Education Approval Date: Not Applicable

CONTACTS

Chris Carr 707-484-3003  
cgcarrsr@aol.com

CONTACTS

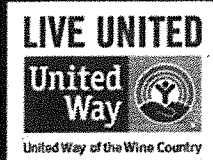
Andre Bell -528-5381 – abell@srcs.k12.ca.us  
Maintenance & Operations - 528-5124  
Christine Trumbly- 528-5206- ctrumbly@srcs.k12.ca.us  
Primary Contacts for SRCS

APPROVED AS TO FORM

Clare Gibson, 10/14/05  
SCOE Legal, Name/Date

Joan Tapanainen, 10/14/05  
RESIG, Name/Date

# IMPROVING LIVES *LOCALLY* EDUCATION, INCOME & HEALTH



## MEMORANDUM OF UNDERSTANDING

between  
Santa Rosa City Schools  
and  
United Way of the Wine County

This Memorandum of Understanding (MOU) sets forth the terms and conditions that define the relationship between United Way of the Wine County (UWWC) and Santa Rosa City Schools (Grantee). This document must be reviewed and signed by your Superintendent. Please sign and return the original no later than **February, 28 2018** to:

United Way of the Wine County  
Attention: Vice President of Community Benefit  
975 Corporate Center Parkway, Suite 160  
Santa Rosa, CA 95407

**Grant Amount:** \$420,000  
**Payment Schedule:** Electronic Fund Transfer Upon Receipt of MOU  
**Grant Period:** March 1<sup>st</sup>, 2018 to August 31<sup>st</sup>, 2018

The Grantee, in accepting funds from UWWC, agrees to adhere to all the terms and conditions contained in this MOU, including:

### DELIVERY OF PROGRAM ACTIVITIES AND OUTCOMES:

- The Grantee will use the funds to pay for a combination of:
  - Uncovered costs for (3) portable classroom units
  - Additional support for teachers serving as "second responders"
  - A fire recovery integrated wellness facility
  - Additional costs which are a direct result of the fires

### REPORTING REQUIREMENTS

- Provide stories and/or pictures as appropriate.

### USE AND REVERSION OF FUNDS

- Return to UWWC any funds not needed for the purchase/installation/rental of the portable units.
- Failure to adhere to the terms and conditions of this MOU may place the agency at risk of having to return grant funds, which will be at the discretion of UWWC Board of Directors.

### MARKETING AND COMMUNICATIONS

- Acknowledgment and identification of UWWC as a support organization on all published material related to the subject matter of the grant award.
- All external communications regarding United Way will be submitted first to UWWC for its review and approval.
- The logo can be found online at: <http://www.unitedwaywinecountry.org>. UWWC requests the use of it's logo with articles and on Grantee marketing materials as appropriate.
- Please submit copies to UWWC of all marketing and communications pieces that make mention of UWWC.

**NON-DISCRIMINATION POLICY**

- Adoption and practice of a non-discrimination policy acceptable to UWWC whereby the Grantee actively seeks to hire and promote individuals, recruit volunteers, and provide services to individuals without regard to race, creed, religion, color, sex, sexual orientation, disability, marital status, veteran status, national origin, or age.

**USA PATRIOT ACT CERTIFICATION OF COMPLIANCE**

- I hereby certify on behalf of \_\_\_\_\_ ***(Please print your Organization Name, a requirement for release of funds)*** that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

Failure by the Grantee to adhere to any of the above terms and conditions may result in termination of this MOU and all funding at UWWC's sole discretion.

The Grantee attests to the fact that it is an independent non-profit 501(c)(3) public benefit corporation incorporated under the laws of the State of California, that its programs and administrative functions are managed by its independent board of directors and staff, and that the Grantee and the agents and employees of the Grantee shall act in an independent capacity and not as officers, employees, or agents of UWWC.

The Grantee shall indemnify and hold harmless UWWC, its directors, officers, employees and agents against any and all liability, loss or expense imposed or claimed, including attorney's fees and other legal expenses arising directly or indirectly from any act or failure to act by Grantee or Grantee's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

**This MOU shall be signed and returned to UWWC by January 26<sup>th</sup>, 2018 and shall remain in effect until August 31<sup>st</sup>, 2018 unless terminated by UWWC as provided herein. No payment will be released until (1) the signed Memorandum of Understanding (MOU) is returned to UWWC, and (2) any special conditions requested in writing by UWWC are met.**

We hereby certify that the foregoing is a full, true, and correct copy of the MOU duly and regularly adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Grantee's board of directors and/or their representative.

\_\_\_\_\_  
**Signature**  
Grantee Chief Professional Officer  
(Executive Director, CEO, President, Superintendent)

\_\_\_\_\_  
**Print Name** **Date**

\_\_\_\_\_  
**Signature**  
President and CEO  
United Way of the Wine County

\_\_\_\_\_  
**Print Name** **Date**



# Redwood Credit Union Community Fund, Inc.

## Memorandum of Understanding (MOU)

### Health and Wellness

Grant Donation Memorandum of Understanding between Redwood Credit Union Community Fund, Inc. a California nonprofit corporation ("RCUCF"), and Santa Rosa City Schools ("SRCS"), a California nonprofit corporation. FY 2018.

#### SRCS agrees to the following:

To use grant funding of **\$300,000** for: *Integrated Wellness Center*

1. All grant funding will go toward assisting 2017 North Bay Fire survivors that have been verified and/or documented by the grantee organization.
2. To support students and families that have encountered trauma as a result of the North Bay fires through the Integrated Wellness Center and/or on-site school support. To include but not limited to; support for additional licensed clinical social workers, childcare support, education specialist other identified program related services as needed.
3. Purchase of supplies and materials shall be made locally when possible to benefit the Sonoma County economy.
4. SRCS representative, Diann Kitamura, and designated SRCS staff will confirm all criteria and aid in the effort that there is no duplication purchases and or funding already received by SRCS.
5. The funds are to be used for direct service and programmatic costs.

#### ACKNOWLEDGEMENT:

1. SRCS will acknowledge in all press releases, to donors, mailings, website postings, social media postings and publicly that these funds are provided by RCUCF and their partnership with the Press Democrat and the Office of Senator McGuire.
2. SRCS will obtain advance approval from RCUCF for all press releases before releasing to press.
3. SRCS will clearly separate the acknowledgement for these grants on behalf of RCUCF from those being distributed on behalf of other funding sources and organizations SRCS is in partnership with and/or administering.
4. No individual, board member, organization or partnership with SRCS will publicly credit themselves for RCUCF grants.
5. SRCS shall agree to work collaboratively when possible with an RCUCF designated cohort of Health and Wellness grant recipients of Sonoma County.
6. SRCS agrees to act as an ambassador of the Redwood Credit Union Community Fund and adhere to RCUCF service standards in accepting and working with all fire survivors and external partners with trust and respect.
7. SRCS agrees to provide to RCUCF an accounting of all funding of this grant and the outcomes of this agreement before September 30<sup>th</sup>, 2018.

RCUCF, Inc. agrees to the following:

1. Provide grant funding of \$300,000 to support Integrated Wellness Center.
2. Share with SRCS all Press Releases before sending to press for approval.
3. To acknowledge SRCS in RCUCF website and advertising relating to the North Bay Fire Relief Fund.
4. RCUCF reserves the right to collect any funds and rescind this grant at any time.
5. Modification of this agreement requires written consent from both parties.

PHC

Signed: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

RCUCF, Inc.

Signed: Meg Cadiz

Date: 1/30/10

Printed Name: MEG CADIZ

Title: Secretary RCUCF