



July 8, 2017

Kelley Dillon  
Director of Curriculum and Instruction  
Santa Rosa City Schools

Dear Kelley,

This letter describes the contract between Santa Rosa City Schools and Erica Reardon for professional development services to be rendered by the contractors to the school district. The specific arrangements mentioned here were developed over the past few weeks through conversations with school personnel and contractors.

Your district has agreed to pay \$6,000.00 for staff development services. Contractor will provide curriculum writing services to support Writer's Workshop to be coordinated with grades 4 & 5 for the 2017-2018 school year. Rate of pay to be \$1,000 per day.

These services include:

### Professional Development

Description of Services	Total Days	Cost per Day	Subtotal
Grade 4 rewriting of unit	3	\$1,000	\$3,000
Grade 5 rewriting of unit	3	\$1,000	\$3,000
Total Cost for PD/Training	6		\$6,000

Expenses and Payment:

We send our billing invoices on a monthly basis. We expect payment within 4 weeks of receiving invoice. After 8 weeks a 10% additional cost will be charged.

Cancellations:

We have reserved this time exclusively for our work with your school district. Should something come up with budget constraints or a change in schedule, and you need to rescind this agreement then:

- You will be charged for any non-refundable costs.
- We will attempt to reschedule the dates with you.
- If we can't reschedule, there will be a 10% charge for the dates with over a month's notice. If it is less than 30 days, we would expect a 25% charge for the dates scheduled.

To help you prepare, please make payment to:

Erica Reardon  
18 Ashland Way  
Danville, Ca 94506

If this information is correct, please sign and return to Erica Reardon. We look forward to working with you in the coming year.

This Agreement dated on this 8th day of July by and between Santa Rosa City Schools and Erica Reardon.

The parties hereby agree to the terms, provisions and conditions of this agreement as stated:

Signed by Erica Reardon

\_\_\_\_\_ Date 7/8/2017

Please sign and return



## 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 \_California School Boards Association (CSBA), hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

#### Check one of the following:

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

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

**Funding Source:** 01 - 0000 - 0- 0000 - 7110 - 5800 - 390 - 5190

**Funding Category:** X ☐ Base ☐ Supplemental ☐ Concentration

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

**For Billing (if applicable):** ☐ Bill to: Lori Kolacek, Superintendents Office \_ Billing frequency: Annually

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

**Number of Individuals Served:** District/Community Wide

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Lori Kolacek **Phone #:** 707.528.5181  
Name of SRCS employee AND dept. or school site

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

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

### BUSINESS SERVICES USE ONLY

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

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
AGENDA ONLINE “PREMIUM”  
SERVICE AGREEMENT**

This Agreement is entered into by and between the California School Boards Association (“CSBA”) and Santa Rosa City Schools of Santa Rosa, California (“Licensee”) for the use of CSBA’s Agenda Online platform in accordance with the terms and conditions contained herein. This Agreement shall be effective on the date executed by Licensee.

**1. Term and Renewal.** CSBA shall provide the services described in this Agreement for a two (2) year period from July 1, 2018 to June 30, 2020. THIS AGREEMENT MAY BE RENEWED ANNUALLY THEREAFTER BY LICENSEE PAYING TO CSBA THE AMOUNT SET FORTH IN THE RENEWAL NOTICE/INVOICE SENT BY CSBA TO LICENSEE NO LATER THAN 60 DAYS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT.

**2. Grant of License.** CSBA hereby grants Licensee a non-exclusive, non-transferable use license to the Premium version of CSBA’s Agenda Online, a web-based application that enables Licensee to create board meeting agendas, attach or link supporting documents, record minutes and publish these items on the web for public viewing. This license is a non-perpetual license that must be renewed in accordance with the terms of this Agreement. Licensee is authorized to use Agenda Online in executable format for its own use, subject to the terms and conditions of this Agreement. All rights not specifically granted to Licensee by this Agreement are reserved to CSBA.

**3. Fees.** For the license and the training and support services received pursuant to this Agreement, Licensee agrees to pay an annual fee, which as of the date of this Agreement is \$6,000. Provided however that, for being an Agenda Online client prior to January 1, 2018, Licensee shall receive the license at a promotional rate of \$3,025 for the first year (July 1, 2018 – June 30, 2019) and for free for the second year (July 1, 2019 – June 30, 2020). To renew this Agreement thereafter, Licensee shall pay the full annual fee of \$6,000 or other amount then in force.

Licensee shall pay all invoices in full upon receipt. Licensee shall also pay any applicable fees, federal, state, provincial or local taxes that may apply to the use of the Agenda Online platform or application, or any maintenance or support services provided by CSBA pursuant to this Agreement. CSBA reserves the right to withhold or cancel access to Agenda Online if said fees are not paid within 60 days of Licensee’s receipt of an invoice from CSBA.

**4. Agenda Online User Accounts.** Licensee is authorized to create an unlimited number of user accounts for its employees and officers, not more than two of whom shall be designated “Meeting Managers” to manage the creation, uploading, and publishing of meeting agendas, minutes and related documents on behalf of Licensee’s governing body or any related committee or subcommittee.

Licensee is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement, including, but not limited to, maintenance of CSBA’s trade secrets and proprietary rights and obligations. Licensee shall take reasonable measures to prevent unauthorized access to Agenda Online, including protecting its passwords and other log-in information.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION**  
**AGENDA ONLINE "PREMIUM"**  
**SERVICE AGREEMENT**

**5. Training and Technical Support.** Upon receipt of this signed Agreement, CSBA will contact Licensee to begin development of Licensee's Agenda Online site and to schedule training. Licensee may access online training webcasts and videos through CSBA's website. CSBA will also provide one (1) day of in-person training at Licensee's facility. CSBA may, upon request, provide additional customized training online at a rate of \$75 per hour, or in-person at a rate of \$500 per day. Additional training will be billed upon completion. CSBA will provide timely support to Licensee for the Agenda Online service. CSBA shall not be responsible for supporting third party software applications installed on Licensee's computers.

**6. Proprietary Rights.** Licensee acknowledges that the Agenda Online source code is confidential and constitutes a trade secret and proprietary information of CSBA. Licensee has a right to access Licensee's information hosted or stored on Agenda Online, but acknowledges and agrees that it holds no proprietary rights related to the Agenda Online software or application. Agendas and supporting documents created by Licensee on or uploaded to Agenda Online belong to Licensee, and Licensee may use them as it sees fit, subject to applicable state and federal law and local policy. Licensee agrees not to: (a) copy, (b) duplicate, (c) reverse engineer, (d) decompile, (e) decode, (f) decrypt, (g) disassemble, (h) record, (i) alter, (j) merge, (k) adapt, (l) translate, (m) create any derivative works, or (n) otherwise reproduce any part of Agenda Online or authorize or attempt to do any of the foregoing. Licensee agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to Agenda Online, to any other party, either during the term of this Agreement or at any time thereafter.

**7. Data and Records.** CSBA has no responsibility or liability for the accuracy of documents, data, or information uploaded to Agenda Online or processed by Agenda Online users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Licensee information uploaded to Agenda Online. For as long as Licensee continues to subscribe to Agenda Online, CSBA agrees to store each of Licensee's uploaded agendas and supporting documents for a period of up to 20 years.

Licensee acknowledges that the cost of storing Licensee's documents, data, and information is beyond CSBA's control. CSBA reserves the right to adjust pricing to reflect Licensee's storage requirements.

CSBA may delete all of Licensee's stored information ninety (90) days after the termination of this Agreement.

Licensee acknowledges that documents, data, and information uploaded to Agenda Online are not the official Licensee record. Licensee also acknowledges its responsibility to create an archive of such materials when Licensee desires them to serve as official Licensee records. Licensee agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Licensee's information.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION**  
**AGENDA ONLINE "PREMIUM"**  
**SERVICE AGREEMENT**

CSBA is not the custodian of Licensee's records for any purpose, and will direct any third party request for Licensee's information or records to Licensee. In the event Licensee records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Licensee prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Licensee's use of Agenda Online.

**8. Warranty.** CSBA warrants that Agenda Online will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Licensee assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access Agenda Online. CSBA does not warrant that functions contained in Agenda Online will meet Licensee's business requirements or that the operation of the service will be uninterrupted or error free.

**9. Limit of Liability.** In the event of a breach of this Agreement or the warranty stated above, Licensee's damages shall be limited to the annual fee paid by Licensee. In no event shall CSBA be liable for any consequential damages (including damages for loss of profits and/or savings, business interruption, loss of business information or other pecuniary losses) arising from the use or inability to use the Agenda Online service.

**10. Termination.** This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Licensee breaches any provision of this Agreement. If termination results from Licensee's breach or request the annual fee paid by Licensee will not be refunded by CSBA. Termination for Licensee's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

**11. Compliance with Laws.** Licensee is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

**12. Indemnification and Duty to Defend.** Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
AGENDA ONLINE "PREMIUM"  
SERVICE AGREEMENT**

a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third party action to obtain Licensee's records from CSBA which is opposed by Licensee, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Licensee. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

**13. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Licensee.

**14. Modification.** The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

**15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**16. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

"CSBA"

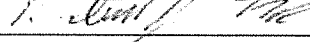
"LICENSEE"

California School Boards Association  
(Federal Tax ID: 94-1510492)

Santa Rosa City Schools

Date: 4/17/2018

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

By:   
Signature

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

Robert Tuerck  
Assistant Executive Director,  
Policy and Governance Technology Services

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title of Official



## 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 ARROW BENEFITS GROUP, 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:** Flexible Spending 01-0000-0-0000-7600-5891-392-5192  
COBRA Admin 01-0000-0-0000-7200-5800-392-5192  
Dental Admin 67-0000-0-0000-6000-5800-392-5192

**Funding Category:** ☒ Base ☐ Supplemental ☐ Concentration

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

**For Billing (if applicable):** ☒ Bill to: ARROW BENEFITS GROUP Billing frequency: Monthly

**Contract is:** ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

**Number of Individuals Served:** 1695 +

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

\*\* Signature – Human Resources Dept.

**Contract Created by:** Cindy Brennan, Director of Human Resources Phone #: (707) 528-5352

Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** July 1, 2018 **Proposed Contract End Date:** June 30, 2019

**Requisition #:** TBD **Estimated Annual Cost (Benefits & COBRA):** \$88,080.00

### 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





## **Agreement to Provide Administration Services**

This is an agreement between the SSM Insurance Services, Inc. (dba Arrow Benefits Group) and Santa Rosa City Schools (SRCS) for Arrow Benefits Group to perform benefit administration services as outlined below during the time period July 1, 2018 – June 30, 2019.

### **Administration of SRCS benefits for Certificated and Management active employees**

- Actives
  - Medical (Kaiser)
  - Dental eligibility
  - Vision (VSP)
  - Flexible Spending Plan
  - COBRA
  - benefitsCONNECT
- Retirees
  - Medical (Kaiser – Non-CSEA)
  - Dental eligibility
  - Vision (VSP)
  - COBRA
- Monthly carrier reconciliations (All groups)
- Day-to-day eligibility/maintenance/problem solving (All groups)
- On-demand reports, as requested

### **Monthly billing reconciliations**

- Medical (Kaiser)
- Dental eligibility
- Vision (VSP)
- Trust Accounts
  - These bank accounts are maintained by Arrow through Summit State Bank and each respectively are comprised dental contributions, FSA contributions, and retiree payments to be sent to the District

### **Open Enrollment (OE) for SRCS Certificated & Management active employees**

- SRTA
  - benefitsCONNECT rollover
    - Updating plan designs and rates
    - Rolling employee elections over (to mirror previous years)

- Create forms to be used during open enrollment for the employees
  - Order packets & forms from Kaiser for use during open enrollment
    - Benefit comparison sheet (Kaiser High, Middle, Low HSA, Low-Low HSA)
  - Arrange & conduct open enrollment meetings, locations, times & dates etc.
  - Inform office staff of open enrollment changes (that were conducted through ABG)
  - Any requested information from the district regarding open enrollment
  - Contact with COBRA participants
- **CSEA**
    - benefitsCONNECT rollover
      - Updating plan designs and rates
      - Rolling employee elections over (to mirror previous years)
    - Arrange & conduct open enrollment meetings alongside CVT
    - Inform office staff of open enrollment changes (that were conducted through ABG)
    - Any requested information from the district regarding open enrollment
    - Contact with COBRA participants
    - Attend annual health fair

**Flexible Spending Administration (Healthcare FSA, Dependent care FSA, Adoption assistance, Commuter Benefits)**

- Open Enrollment
- Create forms/handbook etc.
- Eligibility maintenance
- Contribution tracking
- Claims processing
- Weekly check run
- End of the year balance statements (sent 60 days prior to the end of the plan year)
- Problem solving etc.
- Direct contact with participants

**COBRA Administration**

- Initial Notice (as requested)
- Qualifying Event letter with State-Mandated HIPPA letter and any necessary enrollment materials
- Other mandated COBRA letters
- Collection of money each month and determination of timeliness of payment
- Notification of Open Enrollment options to COBRA participants
- Interface with SRCS on payment issues
- Enroll, track and terminate COBRA members with applicable carriers

## **Communications & Services**

- benefitsCONNECT materials
- Quarterly newsletter
- Benefit cards (upon request)
- Health fair participation
- ThinkHR
- Arrow Benefits Group Spanish Language Division

## **Administration of SRCS benefits for Retirees**

### **Under 65 Retiree Administration**

- Process new retiree paperwork
  - Enter information in our HRIS manager
  - Reach out to applicable carriers to enroll in elected benefits
  - Reach out to retiree regarding payment (if applicable)
- Open enrollment for the retirees
  - Create OE letter and forms
    - Inform retirees via letter regarding rate change
  - Order informational packets & forms from Kaiser
  - Arrange open enrollment meeting, locations, time & dates etc. (if necessary)
  - Prepare benefit comparison sheet (Kaiser - High, Middle, Low)
- Monthly Payments
  - Bill retirees for monthly premiums (where applicable)
    - Enroll retiree in ABG Automatic Debit Withdrawal (ACH)
    - Mail premium payment coupons
  - Send premium payment totals to SRCS to pay Kaiser bills
- Reconciliations
  - Reconcile monthly enrollments and premium bills

### **Over 65 Retiree Administration**

- Process new over 65 retiree paperwork
  - Update information in our HRIS manager (to reflect new benefit coverages)
  - Reach out to applicable carriers
    - Terminate under 65 plans
    - Enroll over 65 retiree in elected benefits
  - Reach out to retiree regarding payment (plus administration fee)
- Open enrollment for the retirees
  - Create OE letter and forms
    - Inform retirees via letter regarding rate change
  - Order informational packets & forms from Kaiser
  - Arrange open enrollment meeting, locations, time & dates etc. (if necessary)

- Prepare benefit comparison sheet (Kaiser - High, Middle, Low)
- Monthly Payments
  - Bill retirees for monthly premiums (includes a \$4.00 admin fee passed along to retiree – subject to change annually at OE)
    - Enroll retiree in ABG Automatic Debit Withdrawal (ACH)
    - Mail premium payment coupons
  - Send premium payment totals directly to Kaiser (ABG received invoices directly)
- Reconciliations
  - Reconcile monthly enrollments and premium bills

#### **Under 65 CVT Retiree Administration**

- Process new retiree paperwork
  - Enter information in our HRIS manager
  - Reach out to applicable carriers to enroll in elected benefits
    - Exception: Medical is handled by CVT
  - Reach out to retiree regarding payment (if applicable)
- Open enrollment for the retirees
  - Create OE letter and forms
    - Inform retirees via letter regarding rate change
  - Order informational packets & forms from Kaiser
  - Arrange open enrollment meeting, locations, time & dates etc. (if necessary)
  - Prepare benefit comparison sheet (Kaiser Senior Advantage High, Middle, Low)
- Monthly Payments
  - Bill retirees for monthly premiums (where applicable)
    - Enroll retiree in ABG Automatic Debit Withdrawal (ACH)
    - Mail premium payment coupons
  - Send premium payment totals to SRCS to pay Kaiser bills
- Reconciliations
  - Reconcile monthly enrollments and premium bills

#### **Exclusions**

Arrow Benefits Group does not administer the following:

- Over 65 CVT retirees
- CSEA plan issues (outside of benefitsCONNECT)
- Supervisory/CSEA FSA
- Life insurance brokerage duties
- The dental plan, also administered by Arrow Benefits Group, is subject to a separate agreement
- Affordable Care Act filing, also administered by Arrow Benefits Group, is subject to a separate agreement
  - Processing of 1094 and 1095 forms required by the IRS
- Large Printing Projects

**Monthly Fees**

- \$6.80 Per Employee Per Month (Non-CSEA full-time)
- \$6.80 Per Under 65 Retiree enrolled in Medical (Non-CSEA)
- \$10 Per Qualifying Event COBRA Letter
- \$2 Per COBRA Insured Per Month After the First Month

This instrument embodies the entire contract. There are no promises, term, conditions, or obligations other than those named in this agreement.

Authorized Santa Rosa City Schools Signature: \_\_\_\_\_


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

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

Arrow Benefits Group Signature: \_\_\_\_\_

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

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

  
Stephen McNeil  
4/18/2013

## Letter of Agreement

March 27, 2018

Mary Pappas  
District Child Care Supervisor  
Santa Rosa City Schools  
217 Ridgway Ave  
Santa Rosa, CA 95401  
E-Mail: [mpappas@srcs.k12.ca.us](mailto:mpappas@srcs.k12.ca.us)

Thank you for choosing Corporate Strategies by SkillPath for your current training needs. Please take a moment and review this Letter of Agreement. We have already begun the necessary steps to ensure a successful training experience for you and your associates.

**Training Event #:** 215472  
**Training Topic(s):** Effective Teamwork Strategies  
**Training Date(s):** June 1, 2018  
**Training Time(s):** 9:00 AM to 4:00 PM  
**Training Location:** 217 Ridgway Ave  
Santa Rosa, CA 95401

**Total Training Cost:** \$3,400.00

**Attendees:** Includes all costs for up to 30 attendees. Additional attendees may be trained for \$75.00 USD per participant.

**Corporate Strategies by SkillPath agrees to provide:**

- a professional trainer
- materials for attendees
- certificates of attendance

**Santa Rosa City Schools agrees to:**

- provide a meeting facility
- provide audio/visual equipment
- no video or audio taping of the seminar

**Payment Terms:** Due Upon Completion of Training

**Cancellation or Rescheduling:** If Santa Rosa City Schools cancels the training date(s), SkillPath will invoice for 50% of the training fee(s) to cover business costs incurred. If Santa Rosa City Schools changes any scheduled training date(s), SkillPath will invoice \$750.00 USD per date to cover business costs incurred. Please note that changes to training topics or times could result in additional charges.

**SkillPath Contracted Trainers and Materials:** Santa Rosa City Schools agrees not to enter into any direct contract with SkillPath trainers. Santa Rosa City Schools also agrees to contact a SkillPath representative to coordinate any and all future work with SkillPath trainers. Additionally, the training materials and content are the property of Corporate Strategies by SkillPath. Santa Rosa City Schools acknowledges that the copyright, interest in and title to the training materials and content and any trademarks or service marks relating thereto remain with SkillPath. Neither Santa Rosa City Schools nor its authorized users shall have the right, title or interest in the training materials and content except as expressly set forth in this Agreement. This document serves as a binding contract between SkillPath and Santa Rosa City Schools.

If any information contained in this confirmation is incorrect or needs to be changed, please make immediate contact with our logistics coordinator, Marjorie O'Benar, at [mobenar@skillpath.com](mailto:mobenar@skillpath.com) or (913) 261-7217.

If you have any other questions please feel free to contact me at [cjohnson@skillpath.com](mailto:cjohnson@skillpath.com) or call me at (913) 677-6268. We look forward to working with you on this important training initiative.

Regards,

Chris Johnson  
National Account Manager



A Division of Graceland College Center for Professional Development and Lifelong Learning, Inc.

## Invoice #215472

Federal I.D. #43-1685651

Duns # 87-820-6937

March 27, 2018

**Contact Information:**

Mary Pappas  
District Child Care Supervisor  
Santa Rosa City Schools  
217 Ridgway Ave  
Santa Rosa, CA 95401

**Bill To:**

Via e-mail to:  
mpappas@srcs.k12.ca.us

**Account Manager:** Chris Johnson

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**Training Topic(s):** Effective Teamwork Strategies

**Training Date:** June 1, 2018

**Contract Price:** \$3,400.00

**Training Location:** 217 Ridgway Ave  
Santa Rosa, CA 95401

**Max # of Attendees:** 30

**Amount Due:** \$3,400.00

**Training Time(s):** 9:00 AM to 4:00 PM

**DUE UPON COMPLETION OF TRAINING**

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**Payment Instructions**

**Credit Card:** Please contact Kelsey Bratton at [kbratton@skillpath.com](mailto:kbratton@skillpath.com) or (913) 261-7211

**EFT:**

Bank:	Commerce Bank, N.A.	Account #:	2806892
Address:	P.O. Box 419248	Route #:	101000019
	1000 Walnut Road	Swift #:	CBKCUS44
	Kansas City, MO 64101-6248		

**Check:**

Make payable to **Corporate Strategies by SkillPath**

Send checks only to P.O. Box 803839  
Kansas City, MO 64180-3839

**Remittance information and inquiries regarding invoices and payments can be directed to Laura Hartman:**  
**Email:** [lhartman@skillpath.com](mailto:lhartman@skillpath.com) **Phone:** (913) 722-3914

To ensure proper credit to your account please reference Event #215472 with your payment

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***Thank You For Choosing Corporate Strategies by SkillPath!***

## SANTA ROSA CITY SCHOOLS SPECIAL EDUCATION HOME TO SCHOOL TRANSPORTATION SERVICE AGREEMENT

This agreement is intended as a Memorandum of Understanding (MOU) between Santa Rosa City Schools "Transportation Operator" and the specified Local Education Agencies "District of Resident" (DOR) for Special Education Home to School Transportation Services for the 2017-2018 fiscal year (start/end dates of 7/1/17 to 6/30/18). The intent of this MOU is to establish the request/approval to transport a student and to estimate the compensation for services that Santa Rosa City School is entitled to for providing such services. This Agreement /MOU consist of 6 pages.

### This MOU for services shall be accompanied by a completed "TRANSPORTATION REQUEST FORM"

District of resident (DOR) Authorizing Transportation: Sonoma County Office of Education

Date: August 17, 2017 DOR Contact Name: Mary Downey, Deputy Superintendent of Business

Phone Number: (707) 524-2631 e-mail: mdowney@scoe.org

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Program Operator (District/Agency): Special Education, NPS LCI Program

Date: August 28, 2017 Contact Name: Chelsea Siegel, Administrator NPS LCI Program

Phone Number: (707) 524-2707 e-mail: csiegel@scoe.org

Student Name: N/A Resident Address: N/A

School/program: N/A Start Date: August 1, 2017 End Date: June 30 2018

Specific conditions to this request: Transportation of special education students placed in Licensed Children's Institutions (LCIs) and foster family homes by other public agencies, (e.g. Department of Human Services, including Aid to State Adoptions, Department of Probation, Department of Drug and Alcohol, or Regional Center) and requiring a nonpublic school (NPS) placement.

Upon written request transportation services from LCI to individual nonpublic school (NPS) sites shall include 1 bus aide.

For budgetary purposes, Santa Rosa City Schools estimates the per scheduled (one way) trip service costs to be as follows: "Basic Calendar Day" per trip charge at \$16.88 one-way or \$33.75 round trip and "Deviation Calendar Day" per trip charge at \$N/A.



1. Definition of Participants

Transportation Operator: for the purpose of this agreement the primary parties providing Special Education "Home to School" Transportation Services under this MOU is Santa Rosa City Schools through its service contract with First Student.

District of Residence (DOR): is the Local Education Agency (LEA) that is identified as the "District of Residence (DOR)" for a student that lives in the district's attendance boundary. The cost associated with student transportation remains the financial responsibility of the DOR. The DOR under SELPA guidelines is the agency that is responsible for determining the student's IEP placement and whether special education transportation services are required. A DOR not having Special Education IEP resources usually relies on the resources of the Sonoma County Office of Education Special Education Program to develop a student's IEP.

Program Operator: for the purpose of this agreement the primary parties providing special education classes/programs within Sonoma County are identified as "Program Operator ". They include (but are not limited to) the following agencies; Sonoma County Office of Education, Cotati-Rohnert Park USD, Petaluma City Schools, Redwood Consortium, Santa Rosa City Schools, Sonoma Valley USD, Winsor USD, Valley of the Moon Children Center, several non-public schools operated in the county and any district so operating special education classes/programs under the SELPA mandated guidelines.

2. Agreement to Provide Services

Santa Rosa City Schools, under the provisions of this MOU agrees to provide transportation services to DOR on a resources available basis. The agreement for services may be canceled by either party given a 10 day in advance written notice of cancellation.

3. Standard of Services

Transportation Operators Guidelines: To maintain acceptable service levels, Santa Rosa City Schools and DOR/LEA agrees to follow the Sonoma County Special Education Transportation Operators Guidelines as prepared by the SELPA in May 2008. The transportation operator shall have the right to modify the Operators Guidelines as it deems appropriate.

Notifications:

- In the event a Program Operator or DOR is requesting transportation services from Santa Rosa City Schools for another DOR student, this MOU shall be used to insure that all parties agree on the terms and condition set forth in the MOU.
- The financial responsibility for student transportation is the responsibility of the DOR, it is important that the DOR is party to this agreement.
- A completed "Transportation Request Form" shall be provided to the transportation Operator by the Program Operator five days (5) prior to the requested service start date.

- It shall be the responsibility of the Program Operator to provide the transportation Operator with any/all specific student information pursuant to any Seizure Action Plan or any other known emergency response protocol that may arise while the student is being transported.
- Routing Information necessary to establish Pick-up/Drop-off locations & times, and notification to the parent/guardian shall be the responsibility of the Transportation Operator to execute.
- Annual Parent Hand Book, Emergency Information Form, shall be the responsibility of the Transportation Operator to execute.

#### 4. Charges for Services

Santa Rosa City Schools shall estimate the per scheduled trip cost of services, based on its past history of average costs associated with the overall transportation services provided. The Transportation Operator is entitled to compensation for any/all scheduled trips, Bus Aid/Attendant or Nurse Services for another DOR student that has a routed/scheduled start date until a stop date is received regardless of absenteeism or attendance.

"Basic Calendar Day" and "Deviation Day". For the purposes of determining billing/charges the Transportation Operators instructional day calendar shall be considered the "Basic Calendar Day ". A DOR having an Instructional day not consistent with the Transportation Operators Basic Calendar Day shall be considered a "Deviation Calendar Day " for those days that the Transportation Operator is not in scheduled session.

A DOR receiving transportation services on a day(s) not considered a Basic Calendar Day shall be billed for the actual daily cost of services including the indirect cost. If more than one DOR is sharing the Deviation Day route then they will share the cost of services calculated on a per student bases.

Compensation: Shall be based on the overall "Per Student/Per Trip Average Cost" of special education transportation operations. The cost of Bus Aid/Attendant or Nurse Services shall be charged-back to Sonoma County Office of Education, herein referred to as the DOR. Because the Transportation Operator has the additional burden to manage the day to day services and provide accountability and billing for shared services all charge-backs shall include a 5% indirect cost fee.

- Charges for Therapy (including CCS) trips shall be itemized and charged to the DOR on a per trip bases. Any such charges will be made by First Student or another transportation provider directly.
- Charges for Field Trips and or Community Based Instruction (CBI) trips shall be itemized and charged to the requesting Program Operator. Any such charges will be made by First Student or the transportation provider directly. Specific to Field Trips and CBI trips the DOR and/or Program Operator shall have the

option to select/contract with a services provider from any one of the district's approved qualified transportation providers on a competitive basis.

Billing period: Santa Rosa City Schools shall endeavor to invoice DOR for services twice a year for regular SY session (1<sup>st</sup> period invoicing through December, on or about January 30 and 2<sup>nd</sup> period invoicing 30 days following the end of the SY transportation period). ESY session invoicing will occur on or about 30 days following the end of the transportation period.

5. Indemnification

Santa Rosa City Schools (SRCS) and/or its contractor agree to accept all responsibility for loss or damage to any person or entity, including the Local Education Agencies "District of Resident" (DOR), and to indemnify, hold harmless, and release DOR, its officers, agents, employees, and volunteers, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including DOR that arise out of, pertain to, or relate to the failure of SRCS and/or its contractor to perform its obligations in accordance with the terms and conditions of this Memorandum of Understanding (MOU). SRCS and/or its contractor agree to provide a complete defense for any claim or action brought against DOR, its officers, agents, employees, and volunteers based upon a claim relating to the performance or obligations under this MOU. SRCS and/or its contractor's obligations under this section apply whether or not there is concurrent negligence on DOR's part, but to the extent required by law, excluding liability due to DOR's conduct. DOR shall have the right to select its legal counsel at SRCS and/or its contractor's expense, subject to DOR's approval, which shall not be unreasonably withheld. 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 DOR or its agents under workers' compensation acts disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this MOU, SRCS and/or its contractor shall maintain insurance as described below.

General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) per occurrence and \$2,000,000 general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

- Sonoma County Office of Education, its agents, employees and volunteers, are named as additional insured for all liability arising out of the operations by or on behalf of SRCS and/or its contractor in the performance of this MOU. • The policy shall cover inter-insured suits between DOR and SRCS and/or its contractor and include a "separation of insureds" or "severability" clause, which treats each insured separately.

- The insurance provided to DOR, et al., as additional insured shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by DOR.
- Properly executed Certificate of Insurance clearly evidencing all coverage limits, and additional insured endorsements or policy language granting additional insured status. Said Certificates shall be submitted prior to the execution of this MOU. SRCS agrees to maintain current Certificates of Insurance evidencing the above-required coverage's, limits, and endorsements on file with DOR for the duration of this MOU.

#### Automobile Liability Insurance.

- Minimum limits of \$1,000,000 combined single limit per accident.
- Coverage shall apply to owned, non-owned and hired automobiles.
- Provide properly executed Certificate of Insurance showing evidence of coverage.

#### Workers' Compensation and Employers Liability Insurance.

- Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer's Liability insurance with limits of not less than \$1,000,000 per occurrence.
- Provide properly executed Certificate of Insurance showing evidence of coverage.

#### Sexual Molestation, Harassment Liability or Employment Practices Liability.

- Sexual molestation, harassment liability, or employment practices liability with coverage extended to third parties with limits of not less than \$1 per occurrence and \$2,000,000 annual aggregate.
- Provide properly executed Certificate of Insurance showing evidence of coverage.

### 7. Compliance with Applicable Laws

Santa Rosa City Schools 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 Santa Rosa City Schools or its business, equipment, and personnel engaged in operations covered by this MOU or accruing out of the performance of such operations.

### 8. Entire Agreement/Amendment

This MOU and any attachments constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties.

### 9. Notice

All notices or demands to be given under this MOU 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 notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

<b>Transportation Provider:</b> Santa Rosa City Schools Attn: Business Services/Transportation 211 Ridgway Avenue Santa Rosa, CA 95401-4386	<b>District of Residence (DOR):</b> Sonoma County Office of Education Chelsea Siegel, spec Ed NPS LCI 5340 Skylane Blvd Santa Rosa, CA 95403
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10. Severability

If any term, condition or provision of this MOU 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.


11. Governing Law

The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Sonoma County, California and no other county.

12. Authority

Each individual executing this MOU, or counterpart, on behalf of the respective party thereto warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she represents.

THIS AGREEMENT IS ENTERED INTO THIS DAY of August 17, 2017.

Transportation Operator: Santa Rosa City Schools Print/Type Name: Rick Edson	Name of DOR: Sonoma County Office of Education Print/Type Name: Mary Downey
Print/Type Title: Assistant Superintendent Business Services Signature:	Print/Type Title: Deputy Superintendent Business Services Signature: 

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