



SANTA ROSA CITY SCHOOLS
REVISED 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 Informed K12, a division of Sonoma County Office of Education, 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 - 7400 - 5800 - 395 - 5195 (Other Svcs & Operations)

Funding Category: Base Supplemental Concentration
Restricted: Other:

For Billing: Bill to: Human Resources Billing frequency: Once per contract year

Contract is: New Renewal Addendum Amendment Revision 1.1

Number of Individuals Served: Serves all SRCS Employees

Approved by*: Stacy Spector Date: 8-3-2020
* Signature - Stacy Spector, Assistant Superintendent of Human Resources

Departmental Approval**: Date:
** Signature

Contract Created by: Renee Jackson, HR Administrative Assistant Phone #: (707) 890-3800 x 80602
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2020 Proposed Contract End Date: June 30, 2021

Requisition #: P21-00036 Estimated Annual Cost: \$35,207.00

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



Memorandum of Understanding **Santa Rosa City Schools & Informed K12**

Our Mission

At Informed K12, we're on a mission to build the single best workflow platform for K12 schools. One system that supports all district forms and processes, from permission slips to personnel requisitions, significantly reducing cost from buying module after module and improving time training with one unified user experience.

Expected Outcomes

Accountability and internal reconciliation

- Transparency for where things are in delivering resources to sites
- Identify and remove bottlenecks in current processes

Access to information for Cabinet and Board

- Report on any data year over year for any form or workflow across our schools and departments
- For example, Employee exit surveys and retention data, Bus pass application and service planning data, Field trip and PD reporting to support learning initiatives

Visibly improved service to our community and personnel

- Fast online/mobile access to services and requests for students, parents, and staff
- Less waiting time and routine administrative work for teachers, principals, and district leaders
- Structured roll out of 5 new processes every 2 months so sites and departments have enough interaction with the new system to learn quickly and see immediate results
- Phone and chat support for everyone filling out or managing forms



230 California St. Suite 601
San Francisco, CA 94111
www.informedk12.com

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401

Date: 07/16/2020

Service	Unit Price
<p>Internal Office forms and workflow processes One Department License: Scale efforts by taking all processes for a single office online</p> <p>All processes include:</p> <ul style="list-style-type: none">● Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals● Unlimited responses archived with full access search and nightly back-ups for all data● Phone, chat, and email support for form managers and recipients● Continuous upgrades and extensive browser and device support● Online webinars and resources for form managers	\$35,207.00 / year
ANNUAL COST DUE JULY 2020:	\$35,207.00

Informed K12 Agreement

This Agreement is made as of July 01, 2020 between Emics, Inc. and Santa Rosa City Schools, covering the services to be provided below through June 2021. This Agreement supersedes and replaces any and all prior written and oral agreements between Emics, Inc. and Santa Rosa City Schools. This agreement automatically renews each year unless Santa Rosa City Schools provides written notice of cancellation at least 45 days prior to the end of each 365-day period.

Emics, Inc. will provide the following:

- Ongoing assistance and staff support. Informed K12 will provide a dedicated client success and implementation specialist as the primary contact for your district.
- Advanced access to new features, and full access to the Informed K12 system. You will receive first notice and early review of all new developments.
- Dedicated accounts with setup and configuration. Account services will adhere to the terms and definitions outlined in our Privacy Policy. In sum, you control your account information, documents, and settings. We will not rent or sell your information to third parties outside Emics, Inc. and its group companies (including any parent, subsidiaries and affiliates) without your consent.

During the term of this Agreement, Santa Rosa City Schools will provide:

- **Primary contact:** Identify one staff member as your primary contact, who provides direct input to the Informed K12 team in order to ensure success.
- **Feedback and review:** As a valued Informed K12 customer, you will have the ability to help to shape and improve the tool for all educators by providing feedback and reviewing any findings together for continuous improvement.

We look forward to a long lasting and mutually beneficial relationship.

Signature page follows

Emics, Inc.

Jennifer Bundy

Authorized Signature

Jennifer Bundy

Print Name

07/16/2020

Date

Santa Rosa City Schools

Stacy Spector

Authorized Signature

Stacy Spector

Print Name

07/16/2020

Date

AFFILIATION AGREEMENT

This Agreement is made and entered into between the University of Washington School of Medicine, Department of Rehabilitation, (“School”), located at Seattle, Washington, and

Training site:

Location:

The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School, which desires clinical learning experiences and facilities for its students. In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

GENERAL PROVISIONS

1. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School and Training Site will agree on the operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience;
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the School’s faculty Liaison, and Training Site’s clinical education Supervisor and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

2. School and Training Site may develop letter agreements to formalize the operational details. Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order: (1) this Agreement; (2) attachments to this Agreement in reverse chronological order.

3. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits, letter, telephone, or other means of communication.

4. School and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.

5. There will be no payment of charges or fees between School and Training Site.

6. There will be no unlawful discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, disability, status as a Vietnam era or disabled veteran, sex, or sexual orientation.

SCHOOL'S RESPONSIBILITIES

7. School will provide information to Training Site concerning its curriculum. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will notify Training Site in writing of any change or proposed change of its Liaison.

8. School will be responsible for instruction and administration of the students' academic education program. School will have the final responsibility for grading students.

9. School's faculty will communicate with the Training Site clinical education Supervisor(s) and Preceptor(s), if any, to discuss and evaluate the clinical education program.

10. School will provide the names and information relevant to the clinical education program at least four weeks before the beginning date of the clinical education program. School will notify Training Site in writing of any change or proposed change in a student's status.

11. Each student will receive an individual assessment and review of their records documenting their immune status, and immunization, if necessary, according to Centers for Disease Control and Prevention standards for healthcare personnel for: measles, mumps, rubella, hepatitis B (including post-vaccine antibody test to verify immunity), tetanus, diphtheria, pertussis, and varicella (chickenpox). Each student will also receive initial and annual screening for tuberculosis. Students who have not been previously skin tested will be tested with the "2-step" method per current guidelines for healthcare personnel. Students with newly positive skin tests will receive a one-view screening chest x-ray and initial follow-up counseling session with a health care provider; entering students with documentation of a previously positive skin test will receive assessment, counseling, and a one-view chest x-ray (if indicated). School will provide documentation regarding students' compliance status (i.e. current status and expiration date) to Training Site upon request.

12. School will assign to Training Site students who have, in the school's opinion, satisfactorily completed the prerequisite didactic portion of the curriculum. If School determines it necessary, students will also have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with which they will be working.

13. School agrees to request through the Washington State Patrol or a private vendor a criminal background check for students placed at Training Site. School agrees to provide Training Site with a copy of the check results provided by the Washington State Patrol or vendor. School acknowledges that placement of each student at the Training Site is contingent upon provision of check information dated less than two years prior to the commencement of the

clinical education placement. Training Site acknowledges that School is not responsible for the accuracy of the information provided through this check and that School's provision of this check information does not relieve Training Site of any of its legal obligations related to these background checks.

14. School will direct its students to comply with the policies and procedures of the training site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students role in relation to the use and disclosure of training site's protected health information, such students are defined as members of the training site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such students are not and shall not be considered to be employees of the training site.

15. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

TRAINING SITE'S RESPONSIBILITIES

16. Training Site will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

17. Training Site will supervise and provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

18. Training Site will make available to students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

19. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

20. Training Site retains full responsibility for the care of patients and clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

21. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

22. On any day when a student is participating in the clinical education program, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

STUDENTS' STATUS AND RESPONSIBILITIES

23. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

24. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

25. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

26. Students assigned to Training Site will remain students of School, and will not be considered employees of Training Site. Training Site does not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.

LIABILITY COVERAGE PROVISIONS

27. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, agents, or students in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

28. School will defend, indemnify, and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, agents, and students, including negligence in performing its obligations under this Agreement. School

maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, School provides professional liability coverage for its employees, officers, agents, and students (while training in a clinical setting at Training Site) in the performance of this Agreement.

29. Training Site will defend, indemnify, and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, and agents, including negligence in performing its obligations under this Agreement. Training Site will maintain professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).

30. Upon request, parties will provide proof of coverage upon execution of this Agreement. In addition, School and Training Site agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

TERM

31. This Agreement is effective beginning _____ (date) and will continue until terminated. This agreement will be reviewed at the request of either party.

32. This agreement may be terminated by written notice one year prior to termination. Such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

33. School will train each student in the clinical education program in universal precautions and transmission of blood-borne pathogens. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

34. If a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any such care, testing, and counseling.

35. The source patient's HBV, HCV, and HIV status will be determined by Training Site in the usual manner, according to applicable laws and regulations, to the extent possible.

MISCELLANEOUS PROVISIONS

36. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

37. Amendment. This Agreement may be modified by a subsequent written Agreement executed by the parties.

38. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

39. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- (a) To School:
- | | |
|---|---|
| Physical Therapy:
Director of Clinical Education
University of Washington
Box 356490
Seattle, Washington 98195-6490 | Occupational Therapy:
Academic Fieldwork Coordinator
University of Washington
Box 356490
Seattle, Washington 98195-6490 |
|---|---|
- (b) To Training Site:
- Name of contact
Address
City, state

40. Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission or confirmation of receipt from other form of communication.

41. Survival. School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

42. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of this agreement.

43. Waiver. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder,

will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

44. Execution and Approval. The parties warrant that the officers/individuals signing below have been duly authorized to act for and on behalf of the Party for the purpose of executing this Agreement. The parties may also include the signatures of individuals who are responsible for the clinical or academic education program.

UNIVERSITY OF WASHINGTON
SCHOOL OF MEDICINE
Seattle, Washington
("School")

Name of site
("Training Site")

By _____
Suzanne Allen, MD (Date)
Vice Dean for Academic Affairs
School of Medicine

By _____ (Date)

(Name)

(Title)

By _____
Peter Esselman, MD (Date)
Professor and Chairman,
Department of Rehabilitation Medicine

By _____

(Name)

(Title)

Approved as to form:

By _____
Assistant Attorney General (Date)
for "School"

Approved as to form:

By _____

(Name)

Attorney for "Training Site"



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 2 TEACH hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

X Independent Contractor/Business/Organization* [] Professional Services** [] Partnership***

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5100-5800-249-H208

Funding Category: [] Base [X] Supplemental [] Concentration [] Restricted: [] Other:

For Billing (if applicable): [] Bill to: Billing frequency:

Contract is: [] New [X] Renewal [] Addendum [] Amendment

Number of Individuals Served: up to 40 SPED and general ed Math and Science middle school teachers plus 4 elementary schools (Lehman, Lincoln, FACS, CCLA)

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

Departmental Approval**: Signature - DISTRICT OFFICE DEPT. SIGNATURE Date: 7/21/20

Contract Created by: Rani Goyal, Teaching and Learning Phone #: (707) 890 - 3800 x30811 Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2020 Proposed Contract End Date: June 30, 2021

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: Fiscal Services Authorizer Date: LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will:

- Provide meeting room with projector, and other presentation materials such whiteboards, markers, flip chart paper
- Materials for participants
- Pay for subs for teachers to attend training
- Purchase *Leading the Co-Teaching Dance* for all new participants and the co-teaching lesson planners and CTSS toolbox planning software
- Collaborate with 2Teach to coordinate micro-teaching schedule, virtual feedback sessions and have administrator(s) present for microteaching observations and feedback to learn CTSS and use protocol with other co-teaching teams
- For virtual training, provide co-hosting to support trainer

(b) CONTRACTOR's Responsibilities and Duties:

2 Teach will provide training in inclusive practices; specifically co-teaching, to a cohort of middle school English, math and special education teachers to support implementation of co-teaching

Co-teaching 101 (1 day) and one follow up day (One day in August and one day in October)

- For groups with limited experience with co-teaching
- For teachers new to co-teaching
- Describes roles/responsibilities, benefits/ challenges, co-planning, co-instructing with 5 models, co-assessing
- *Collaborative Teaching in Elementary or Secondary Schools*- required text (purchased for new participants only)

Micro-coaching (5 days days to be determined):

- 2Teach Consultant to visit co-teaching sites one time to complete observations of teams followed by virtual debrief
- Teams are observed using the CTSS (Co-Teaching Solutions System) and co-teaching core competence
- Teams and admin receive full debriefing report on each team
- For virtual micro-sessions, teachers will record a session and then review with trainer for feedback

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2020, and will continue through June 30, 2021, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Thirty five Thousand dollars and zero cents (\$35,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice SRCS for services and materials totaling \$35,000.00 at the time of agreement execution for materials and then professional development.

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?):

Teachers will be able to implement successfully the co-teaching model to support struggling learners with a focus on special education students to provide greater access to the general education curriculum. Success will be defined as positive social outcomes, increased student engagement, improved social skills and self-concept through the reduction of pull-out situations and improved academic performance. Furthermore, teachers will have the opportunity to engage in new teaching methodologies, sharing of expertise and work together to address content, accountability, classroom management and assessment.

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

mmartin@srgs.k12.ca.us

CONTRACTOR:

Name: 2 Teach LLC

Street: 8408 Jason Ave.

City/State/Zip: West Hills, CA 91304

Phone: 855-618-2877

Email: wwlochner@2TeachLLC.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

Signature: _____

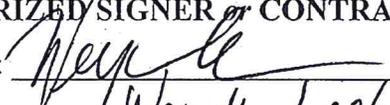
Rick Edson

Assistant Superintendent

mmartin@srcs.k12.ca.us

707-528-5831

AUTHORIZED SIGNER or CONTRACTOR

Signature: 

Print Name: Wendy Lochner

Title: Vice President

Email: wulochner@steadille.com

Phone: 304-283-0553

2 Teach

8408 Jason Ave
West Hills, CA 91304 US
818-281-6735
djanderson@2teachllc.com
2teachllc.com



Estimate

ADDRESS
Santa Rosa City School Dist.
Santa Rosa City School Dist.
211 Ridgway Ave
Santa Rosa, CA 95401 USA

ESTIMATE 1033
DATE 07/20/2020
EXPIRATION DATE 08/20/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Honorarium	7 Total Days of Professional Development with Dr. Philip Bernhardt (All Inclusive of Travel and Per Diem): (1 Day) Co-teaching 101 in 8/20 & (1 Day) Follow -up in 10/20. (5 Days) Micro-coaching with teams TBD in 2020-21 school year	7	5,000.00	35,000.00
TOTAL					\$35,000.00

Accepted By

Accepted Date

CUSTOMER AGREEMENT

This Customer Agreement is entered into by Forecast 5 Analytics, Inc., a Delaware corporation (“Forecast5 Analytics,” which together with its direct and indirect subsidiaries, affiliates, parents, successors and assigns are collectively referred to as “Forecast5”), and Customer (named below), and will commence on the date when Customer signs this Agreement (the “Signing Date”). If the Subscription Start Date indicated below is different than the Signing Date, Customer’s access to the Services will begin on the Subscription Start Date.

This Customer Agreement, and the Forecast5 Terms of Service (available at <https://www.forecast5analytics.com/about/terms-of-service> and the Services Privacy Policy (available at <https://www.forecast5analytics.com/about/services-privacy-policy> (collectively, the “Forecast5 Terms and Conditions”) constitute the entire agreement between the parties with respect to each of its respective subject matter and supersedes all prior and contemporaneous agreements, understandings and terms (including, but not limited to, any purchase order terms of Customer). By signing this Customer Agreement, Customer hereby agrees to all the terms and conditions of the Forecast5 Terms and Conditions.

FORECAST5 Service	Service Description	Price	Discount	Total Cost
4001001	5Sight - License Agreement (5 Users) FY 20/21	\$9,270.00	\$0.00	\$9,270.00
4005001	5Cast - Support Fee FY 20/21	\$3,500.00	\$0.00	\$3,500.00
4002001	5Cast - License Agreement (2 Users) FY 20/21	\$9,270.00	\$4,635.00	\$4,635.00
			Invoice Now	\$17,405.00
			Total Amount Due:	\$17,405.00

The above Services are provided pursuant to the Forecast5 Terms and Conditions, which are incorporated herein by this reference.

Customer and Forecast5 may from time to time agree upon additional Services pursuant to a mutually agreed order. All subscriptions (even if purchased after the Signing Date, such as Additional User subscriptions) will be co-terminus and end on the applicable Expiration Date.

Customer acknowledges and agrees that if it provides access to the Services to another governmental entity, political subdivision, unit, agency or other third party, or uses the Services for the benefit of any such party, then it will be a material breach of this Customer Agreement and Customer will be liable for, without limitation, additional subscription fees for each such third party at the then-current applicable Forecast5 standard prices.

SUBSCRIPTION START DATE: upon execution of this Agreement

EXPIRATION DATE: 6/30/2021 (All subscriptions are for periods of 1 year, unless indicated otherwise).

Please see the following page for the signature line.

Customer: Santa Rosa City Schools

Signature: _____

Name: _____

Title: _____

Date: _____

FORECAST 5 ANALYTICS, INC.

Signature:  _____

Name: Scott K. Smith

Title: CEO

2135 CityGate Lane, 4th Floor
Naperville, Illinois 60563

LA SIERRA UNIVERSITY
4500 Riverwalk Parkway, Riverside, CA 92515
EDUCATIONAL CLINICAL PRACTICE EXPERIENCES
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Santa Rosa City Schools (hereinafter called "District"), and LA SIERRA UNIVERSITY (hereinafter called the "University").

RECITALS

- A. The purpose of this Memorandum of Understanding is to provide to the students of the University educational clinical practice experience in the areas of: teaching, and/or administration and/or pupil services (special education, counseling and school psychology); and
- B. The University has established programs in student teaching, pupil services, and administration and leadership.
- C. The programs require locations where the students can obtain educational clinical practice experience required by the curriculum; and
- D. The District has the appropriate settings needed by the students of these programs as part of their practical learning experience.
- E. Such clinical practice experience is provided by the University on an unpaid basis. No remuneration is provided by the District or University for service provided by the students participating in these programs.

TERMS

In consideration of the mutual promises and conditions in this Memorandum of Understanding and for good and valuable consideration, the University and the District agree as follows:

1.0 Obligations of the District.

- 1.1 The District shall provide to the credential candidates of the University clinical practice experience in schools, classes or other appropriate sites of the District, under the supervision of certified employees of the District.
- 1.2 The District will designate appropriate personnel to coordinate the credential candidate's clinical practice experience. This will involve working with University faculty and staff to assign credential candidates to the appropriate sites as required by the particular program.
- 1.3 The District will recommend to the University the withdrawal of a credential candidate if: (1) the achievement, progress, adjustment, or health of the credential candidate does not warrant continuation at the District, or (2) the behavior of the credential candidate fails to conform to the applicable regulations of the District. The District will assist the University, if necessary, in implementing this recommendation.

- 1.4 The District reserves the right, exercisable in its discretion after consultation with the University, to exclude any credential candidate from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said District.
- 1.5 The District shall provide emergency care in case of illness or accident to any participating credential candidate. However, the District shall have no financial obligation pursuant to section 6.1 below.
- 1.6 The District Supervisor for each credential candidate shall ensure that the curriculum and objectives outlined in the University Credential Handbook are met by each credential candidate. Additionally, each District Supervisor shall comply with all duties and responsibilities assigned them under the University Credential Handbook.
- 1.7 The District agrees to provide the number of hours required by the Curriculum and Instruction Department to each credential candidate seeking to satisfy their educational clinical practice experience. If for any reason the District cannot provide the required hours, it shall notify the University Supervisor of that fact as soon as reasonably possible to allow the University Supervisor to make additional or other arrangements for the credential candidate.
- 1.8 Drug-Free Workplace. District agrees to comply with the Drug Free Workplace Policy of La Sierra. School's signature affixed to this Agreement certifies that District shall require that the District's faculty, agents and student(s) shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while engaged in clinical education experiences at La Sierra or while this Agreement is in force.

1. Copy of Drug-Free Workplace Policy. District acknowledges receipt of a copy of the "Drug-Free Workplace Policy" (hereinafter "Policy") of the University concurrent with signing of this Agreement.

2. Compliance with Policy. District's signature affirms that District has read, understands, and agrees to abide by and to require its faculty, agents and student(s) to abide by the Policy as a condition of this Agreement.

3. Criminal Drug Violation Notice. District's signature affirms the understanding and agreement that any conviction of student(s) or any agent(s) of School of a criminal drug statute for a violation occurring on the premises of University must be reported to the University office of Human Resources within five (5) days of any conviction and, in turn, the Director of Human Resources shall notify the appropriate Federal agency(ies) within ten (10) days after learning of the conviction. By such signature, District also agrees to require District's faculty, agents and student(s) to abide by the five (5) day notice requirement and to notify District's faculty, agents and student(s) of the requirement of University to notify the appropriate Federal agency(ies) within ten (10) days after learning of any such conviction.

2.0 Obligations of the University.

- 2.1 The University will provide and maintain the records and reports necessary for conducting the credential candidate's educational clinical practice experience.
- 2.2 The University will withdraw a credential candidate from the educational clinical practice program

with the District if, after consultation with District personnel, the University determines such action to be warranted.

- 2.3 The University will be responsible for providing a University Supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of the credential candidates of the University engaged in the educational clinical practice experience. The person(s) will participate cooperatively with those individuals in the District responsible for placement and direct supervision.
- 2.4 The University will provide the District supervisors with the Credential Handbook about the required clinical experience. The guide will include a description of the clinical experience program, the curriculum and objectives to be achieved, and the responsibilities of the District supervisors at the district and/or school site.
- 2.5 The University shall ensure that the credential candidates receive a Certificate of Clearance in accordance with California Education Code § 44320(b).
- 2.6 The University shall ensure that the credential candidates obtain an examination, within the past (2) two years determining that they are free of active tuberculosis in accordance with California Education Code § 49406.

3.0 Reservation of Rights; Placement.

- 3.1 The University and the District each reserve the right to withhold the placement of credential candidates depending upon the availability of locations and personnel to adequately provide a satisfactory educational clinical practice experience.

4.0 Clinical Practice Provisions.

Where the District agrees to provide to the credential candidates of the University educational clinical practice experience in the area of clinical practice experience, the following additional provisions will apply:

- 4.1 Candidates are defined as persons who are working towards the completion of a credential preparation program and who have met prescribed training prerequisites for clinical practice placement. Such credential candidates will have met all requirements of the Teacher Education Program prerequisites, and will have been issued a Certificate of Clearance from the State of California.
- 4.2 The District agrees to place candidates from the University in the District schools under guidelines specified by the California Commission on Teacher Credentialing and incorporated into the Teacher Education Program of the University.
- 4.3 Participating Mentor Teachers of the District will receive a stipend to be paid directly to the Mentor Teacher by the University after submission of the University stipend form to the School of Education.
- 4.4 Arrangements for clinical practice experience placements will be made by the University's Director of Student Teaching with the person designated by the District, according to District policy.

- 4.5 Regular supervision of credential candidates by the faculty of the University will be provided during this educational clinical practice experience.
- 4.6 The District's Mentor Teachers will be issued the University Credential Handbook, specifying the requirements and regulations of the clinical practice program.
- 4.7 The District's Mentor Teachers will hold a California Clear Professional Credential and will have had a minimum of three years of successful teaching experience, and at least one year in the current teaching assignment.
- 4.8 The District's Mentor Teachers will be viewed by their District and by the University as good professional role models for credential candidates, be committed to the teaching profession, and provide the guidance, supervision and evaluation of candidates as specified in the Credential Handbook.

5.0 Labor Disputes.

- 5.1 The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all clinical experiences will be educationally valid, and to avoid placing its credential candidates in situations in which there is a risk of physical injury.
- 5.2 In the event of a labor dispute in the District, University credential candidates involved in an educational clinical practice program shall report to the University until the University's Director of Student Teaching has assessed the situation.
- 5.3 During a labor dispute at a District clinical practice experience site, the University faculty members who supervise credential candidates will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for clinical practice activity.
- 5.4 During a labor dispute, if the situation is educationally valid and physically safe and the District Supervisor is present in his/her regular position, the University's Director of Student Teaching will allow the credential candidates the option of continuing the clinical practice at that site or of terminating the assignment.

6.0 Financial Provision.

- 6.1 Credential candidates of the University are individually responsible for medical insurance. The University does not provide worker's compensation for the performance of its credential candidates under this Memorandum of Understanding.
- 6.2 It is mutually agreed upon that no monetary provisions to/from the District or to/from the University will be made for services rendered by the credential candidates of the University.
- 6.3 University agrees that all credential candidates/students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to State Unemployment Compensation. However, District shall provide worker's compensation for the performance of credential candidates under this Memorandum of Understanding pursuant to California Labor Code 3363.5.

7.0 Term.

7.1 The Memorandum of Understanding shall be for a term beginning on **August 3** and ending, without further notice, on the date that it is terminated by either party pursuant to the provisions of paragraph 8.1.

8.0 Termination.

8.1 Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party except if the University terminates this Memorandum of Understanding based on lack of funding, the thirty (30) days notice requirement shall not apply. The notice required under this clause shall be sent by registered mail.

9.0 Non-Assignment and Subcontracting.

9.1 The District shall not assign, transfer, or contract for the furnishing of services to be performed under this Memorandum of Understanding without the written approval of the University.

10.0 Entire Memorandum of Understanding; Alteration Disclaimer.

10.1 This Memorandum of Understanding constitutes the entire understanding between the parties with respect to the subject matter hereof.

10.2 No alteration or variation of the terms of this Memorandum of Understanding shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of the Memorandum of Understanding not incorporated herein shall be binding on any of the parties hereto.

11.0 Governing Law.

11.1 This Memorandum of Understanding shall be governed by and construed under the laws of the State of California, which shall be the forum of any lawsuit arising from or incident to this Memorandum of Understanding.

12.0 FERPA Compliance

12.1 The Family Educational Rights and Privacy Act (FERPA), 20 U.S. C. 1232g, is a Federal privacy law administered by the Family Policy Compliance Office (FPCO or Office) in the U.S. Department of Education (Department or we). FERPA and its implementing regulations in 34 CFR part 99 protect the privacy of students' education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personally identifiable information from education records (PII from education records).

13.0 Non-Discrimination

13.1 The District and the University agree that neither will discriminate unlawfully against a beneficiary of services in the performance of this Agreement on the basis of gender, race, color, national origin, creed, religion, veteran's status or disability. The District understands that the University is a religious nonprofit corporation operated as an entity of the Seventh-day Adventist Church and holds various rights and exemptions as a religion organization under federal and state laws and the Religion Clauses of the federal and California Constitutions. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment and compliance with both universities' policies regarding Title IX.

14.0 Title IX

14.1 Title IX protects individuals from discrimination based on sex including sexual harassment. La Sierra University fosters a learning and working environment that is built on respect and free of sexual harassment. This commitment is set forth in the document "Sexual Misconduct Policy", <https://lasierra.edu/fileadmin/documents/sexual-misconduct/title-IX-policy.pdf>. Educational Coordinators are required to review this document before interacting with La Sierra University students and agree to comply with this document and to provide this document to any employee may reasonably be expected to interact with a La Sierra University student.

15.0 Severability.

15.1 In the event that one or more clauses of this Memorandum of Understanding are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Memorandum of Understanding.

16.0 Insurance.

16.1 The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

1. Professional Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
2. General Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
3. Workers' Compensation coverage covering La Sierra full liability as required under state law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this section shall not in any way limit the liability of the University. The University, upon the execution of this Agreement, shall furnish District with certificates evidencing compliance with these insurance requirements upon request. Certificates shall further provide for thirty (30) days advance written notice to District of any cancellation of the above coverage.

17.0 Indemnification.

17.1 The University hereby agrees to indemnify, defend, and hold harmless, the District and its departments, agents, officers, and employees from any and all claims or sums which the District or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses and attorney fees in the event of litigation; that the District may incur as a result of any act, or negligence of the University, its agents, officers, employees, or credential candidates, in connection with, or arising out of the activity which is the subject of this memorandum of understanding

17.2 The District hereby agrees to indemnify, defend, and hold harmless, the University and its departments, agents, officers, employees, and credential candidates from any and all claims or sums which the University, or any of its departments, agents, officers, employees, or credential candidates may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses and attorney fees in the event of litigation; that the University may incur as a result of any act, or negligence of the District, its agents, officers, employees, or servants, in connection with, or arising out of the activity which is the subject of this memorandum of understanding.

18.0 Non-Exclusive Relationship.

18.1 Each party may perform services for, and contract with as many additional parties, persons, or companies, regarding the subject matter of this memorandum of understanding, as each party in its sole discretion, sees fit.

19.0 Waiver.

19.1 The failure of either party to exercise any of its rights under this Memorandum of Understanding for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Memorandum of Understanding shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Memorandum of Understanding unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding on this date:

By: _____
For: **District: Representative, Representative's Title** Date

By: *Bon J. Clarke* _____
For: La Sierra University, Department Chair or Program Coordinator Date 7/28/20

By: _____
For: La Sierra University, Dean, School of Education Date



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

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

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

- Independent Contractor/Business/Organization* [X] 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
*** 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: 01-6512-0-5750-1180-5817/5171-249-5198
Funding Category: [] Base [] Supplemental [] Concentration [] Restricted: [] Other Special Services
For Billing (if applicable): [] Bill to: [] Billing Frequency:
Contract is: [] New [X] Renewal [] Addendum [] Amendment
Number of Individuals Served:
Approved at Site by*: [Signature] Date: 8-5-20
Departmental Approval**: Steve Mizera Date:

Contract Created by: Eric Lofchie, Student & Family Services Phone #: X80301
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 12, 2020 Proposed Contract End Date: June 30, 2021
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: Fiscal Services Authorizer Date: LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Hold regular meetings to coordinate emergency closure services and case assignments.
- Provide a private room at each identified school campus.
- Provide the Clinician a key to access appropriate school buildings (ex: office, bathrooms, staff breakroom, copy area, etc.)
- Provide access to relevant student information needed to support clinician in providing services.

(b) CONTRACTOR's Responsibilities and Duties:

LifeWorks of Sonoma County, founded in 1996, is a nonprofit mental health agency that provides education and counseling to foster and support the healthy emotional development of our community. We administer the LifeWorks School Based Counseling Program.

The goal of this proposal is to extend our services and provide comprehensive and effective school-based counseling services at both Santa Rosa Middle and High Schools. Services will be provided to students identified as having emotional and behavioral challenges, including those with emotional disturbances (ED) and other members of the special day class who have mental health disorders, behavioral challenges, and/or learning disabilities that cause the child difficulty in the school setting.

Services may also be provided through the Individual Service Agreement (ISA) for designated students and the ISA outlines the frequency, duration, and tuition for those services.

The program is dedicated to helping students manage significant emotional reactions, learn to behave responsibly, increase positive social interactions, increase resilience, and improve academic progress. Services provided are individual, group, family, and milieu counseling to support the child's ability to advance academically.

- **Description of Intensive Clinical Treatment Services:**
- *Individual Counseling:* In accordance with this population's inability to focus for lengthy periods of time, and the goals of encouraging students to express themselves, build confidence, establish rapport and trust, each student will receive one-to-one individual counseling which will focus on each particular student's targeted symptoms and behavioral IEP goals in accordance with the client plan and individual assessment.
- *Social Skills Training:* students may be provided with social skills training to help them improve the quality of their relationships at school and at home. Students, for example, receive empathy training, communication skill building, anger management and problem-solving strategies. The utilization of these skills helps students better relate with peers and adults as they strive to transition back into mainstream education.
- *Milieu Group Counseling:* These sessions are modeled on the concept of the therapeutic community meeting which has as its goals the presentation and discussion of each student's individual goals and behaviors in the classroom and community with a focus on conflict resolution among peers and staff.
- *Focus Group Counseling:* In order to enhance student opportunities to experience a variety of focused clinical interventions we offer groups that focus on specific relevant topics that include

drug and alcohol abuse, creative expressive art/music/drama counseling, grief and bereavement, child abuse and molestation, and transitions.

- *Crisis Intervention Services:* Crisis intervention is available from the trained clinicians that are at the school should students' behaviors escalate and become disruptive during school hours.
- *Consultation Services and Community Coordination:* The LifeWorks staff regularly consults with the classroom team to provide assistance in IEP behavioral goal setting and assessment, management and interaction strategies. LifeWorks links with all service providers and resources applicable to the school population and the individual needs of the students.
- *Family Support:* Clinicians may provide family support in the form of meetings and family therapy in order to help parents better support the student, to provide psychoeducation and other resources.
- *Teletherapy-* Lifeworks will maintain the capacity to provide teletherapy when face to face services are not possible due to emergency closures and COVID 19 safety concerns. Lifeworks staff will be able to effectively meet the standard of care with regards to providing teletherapy.
- Personnel

Program Director:

- Monitors counseling program and the collaboration between the School Based Counseling Program, the school and the district.
- Monitors and supervises the progress of program goals carried out by the clinician.
- Oversees all aspects of the program administration.
- Coordinates all funding sources and legal requirements.

Clinician:

- Works in partnership with classroom teacher and assistants to ensure smooth transitions between educational activities and mental health interventions.
- Provides individual and group counseling and offers family support.
- Monitors the social, emotional, and behavioral progress and the progress of the students.
- Is part of the IEP team, creates social emotional goals if needed, and attends the IEP meetings.
- Performs off-site communication and record keeping, such as comprehensive clinical notes and reports.
- Provides teletherapy during emergency closures.

Classroom Behavioral Aid

- Works with classroom teacher to support all aspects of classroom or remote learning.
- Able to support student academic and social-emotional growth.
- Available to support students in special education throughout district during emergency closures

Administration and Finance:

- Monitors and generates all reports and compliance documentation.
- Coordinates operational aspects of the program regulations.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 12, 2020 and will continue through June 30, 2021, 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 three hundred fifty-two thousand, seven hundred fifty-nine dollars. (\$352,759). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Cost for services:

See Appendix

Contractor will invoice District monthly for services provided during the previous month. Invoices will indicate the staff who were available and the dates they provided services or documentation of the expense incurred. District will pay invoices within thirty (30) Days.

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?):

Lifeworks clinicians will work closely with school staff to ensure program effectiveness and positive outcomes. Lifeworks staff will provide the following to ensure effective services. Program evaluation report will be done quarterly and will include the following.

- Improvement on measurable goals on the treatment plan (created by client and clinician)
- Clinical staff will provide all ERMHS services as required in student IEPs.
- Lifeworks will provide staff absence dates to track service provision.

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

707-890-3800 x80201

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Michelle Fountain

Street: 1260 North Dutton Suite 105

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 568-2300 ext 105

Email: mfountain@lifeworkssc.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 12 DAY OF August, 2020

DISTRICT

AUTHORIZED SIGNER OR CONTRACTOR

Signature: _____

Signature: *mfountain, LCSW*

Rick Edson

Print Name: Michelle Fountain

Deputy Superintendent

Title: Executive Director

mmartin@srs.k12.ca.us

Email: mfountain@lifeworkssc.org

707-890-3800 x80201

Phone: 707 568 2300 x105



LifeWorks OF SONOMA COUNTY
 Changing Lives • Building Community

DIRECT COSTS

DESCRIPTION Personnel Classification	ITEM DETAILS				
	Annual Wage	Benefits	Payroll Taxes	FTE	
Program Director	75,000	16500	6750	0.4	39,300
School Based Therapist SRHS	52000	11440	4680	0.9	61,308
School Based Therapist SRMS	52000	11440	4680	0.9	61,308
Classroom Behavioral Aid	41600	9152	3744	1	54,496
Classroom Behavioral Aid	41600	9152	3744	1	54,496
Classroom Behavioral Aid	41600	9152	3744	1	54,496
TOTAL DIRECT COSTS					325,404

INDIRECT COSTS

DESCRIPTION	ITEM DETAILS	
Executive/Clinical Director .15 FTE (+ Benefits/Payroll tax)		19650
Finance Manager .15FTE (+ Benefits/Payroll tax)		15121
Office Manager .15FTE (+ Benefits/Payroll tax)		9400
Overhead @15%		55,436
TOTAL INDIRECT COSTS		99,607
break		Summer
		Less 17%
TOTAL PROGRAM COST		352,759

SRCS Budget 2020-2021



**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 Humanidad Therapy & Education Services, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5850/5150-119-E202

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: Students at Cook Middle School

Approved at Site by*:  Date: 8-5-20
*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Steve Mizera, Student & Family Services Phone #: X 80301
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 12, 2020 Proposed Contract End Date: June 30, 2021

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 8-31-19

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Hold regular meetings to coordinate emergency closure services and case assignments.
- Provide counseling room space and access to students and staff.
- Provide access to student analytics to assist in program evaluation.
- Provide access to teachers at staff meetings for 10 minutes at least 5 times.
- Site Principal will meet with HTES staff monthly to address concerns with the implementation of the program.

(b) CONTRACTOR's Responsibilities and Duties:

Sessions will be delivered by available HTES MFT Associates and MFT trainee counselors on school grounds or using appropriate teletherapy program. Upon assessment of youth needs, most standard sessions will be for 25 min total. Upon youths youth's needs and when crisis results, the counselor with their respective Supervisor will assess for the increased session time of up to 50 min. Counselors will communicate all changes to School Counselor for support of youth's mental health needs.

*1:1 Counseling: HTES will have 5-6 counselors available to provide 1:1 therapy sessions from Monday through Friday.

*Groups: HTES will have continuous co-facilitation of One Circle Foundation groups. These include Boy Council and Girl Council, for assisting adolescents in building communication skills and assisting with identity formation, connection and self-esteem.

*Meetings: Clinical Director will meet with the Principal and School Counselor as needed to review progress and address any concerns with the implementation of Mindful Quiet Time.

*Support to Teachers: Reflective check ins will be done with teachers as requested by teachers. In addition, monthly practice of Mindfulness Quiet Time of 5-10 min during monthly staff meetings. Followed by a check in with all staff on program use and process for referrals as well as any teachers needs.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 12, 2020 and will continue through June 30, 2021, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One hundred thirty-one thousand, four hundred seventy-one and sixty-eight cents. (\$ 131,471.68). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Cost for services:

See Appendix

Contractor will invoice District monthly for services provided during the previous month. Invoices will indicate the staff who were available and the dates they provided services or documentation of the expense incurred. District will pay invoices within thirty (30) Days.

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?):

Mindfulness: The HTES will continue the Mindful Quiet Time. The HTES will provide support to any new Cook staff throughout the year and continue the encouragement and practice of the Mindful Quiet program. HTES will provide teachers with surveys to evaluate the Mindfulness Program, its use and satisfaction. 1:1 Counseling and Groups. HTES will keep ongoing assessment and evaluation surveys to

Cook students to evaluate the outcomes for those that participate in counseling. Groups: HTES will provide on-going One Circle and Girl Circle groups throughout the year.

The Student outcomes:

1. To reduce suspensions and sanctions and increase attendance
2. To increase self-regulation and their ability to express emotions
3. To increase self-esteem
4. To increase use of proactive skills

The Teacher outcomes:

1. Teachers will be able to use Mindful Quiet Time in their classroom and feel more confident of their skills.
2. Teachers will feel more able to communicate in ways that feel effective with students.
3. Teachers will implement mindfulness skills to increase positive classroom environment and reduce disruptive behavior.

Measuring Tools: Data will be collected to measure each of these outcomes by self-report surveys that will be given to participants in pre- and post inventories.

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 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.

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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
mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Humanidad Therapy & Education Services
Street: 95 Montgomery Drive, Suite 112
City/State/Zip: Santa Rosa, CA 95404
Phone: (707) 525-1515
Email: npadilla@humanidadtherapy.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 12th DAY OF August 2020

DISTRICT

Signature: _____

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-528-5831

AUTHORIZED SIGNER OR CONTRACTOR

Signature: Nubia Padilla

Print Name: Nubia Padilla

Title: Executive Director

Email: npadilla@humanidadtherapy.org

Phone: 707-483-6117

Appendix

Humanidad Therpy and Education Services School Based Services LCMS and CCLA Services 2020-2021			
Expense Descriptions	Budget Amount	LCMS	Additional Amount for CCLA Services
<u>Direct Service Staff Salaries and Benefits</u>			
Direct Staff Salaries	\$	100,611	19,200
Direct Staff Benefits estimate		16,748	3,264.00
Subtotal: Direct Staff and Benefits	\$	117,359	22,464.00
<u>Direct Supplies and Services</u>			
Dues & Fees		250	
Office Supplies		1,500	
Postage		250	
Printing and Dupliation		2,000	
Advertising and Recruiting		300	
Training & Conferences		6,000	
Travel Staff		350	
Equipment/Computers		1,750	
Equipment Repair/Maintenance		100	
Insurance		300	
Bldg Maintenance and Custodian		250	
Utilities		500	
Communications		500	
Consultant/Contract Services		2,350	
Subtotal: Direct Supplies and Services	\$	16,400	15.43%
Subtotal: Direct Cost - Personnel and Operation	\$	94,904	
Indirect Admin (not to exceed 15% of Direct Cost)	\$	11,408	12.0% \$ 2,695.68
Total Ongoing Budget	\$	106,312	25,159.68
Contract Total Cost LCMS	\$	106,312	
Surplus/(Deficit)	\$	-	
Total Contract Cost Services for LCMS and CCLA			131,471.68

International Academy of Science
 26900 E. Pink Hill Rd., Independence, MO 64057 USA
 Phone: 816-229-3800



Acellus Quote

Order Confirmation

Additional information can be found here: <https://www.acellus.com/schools/>

Quote Number: 909116
Approved By: Rani Goyal, Director
Approval Date: 08/06/2020
Notice Email(s): rgoyal@srcs.k12.ca.us,
School ID: 10006497

Shipment Authorization: Shipment authorized upon activation of this Quote.

Upon activation of this quote, an invoice will be sent to the billing address above and any equipment will be scheduled for delivery to the school. Items may be returned within 30 days of receipt at school's expense, and are subject to a 10% restocking fee.

Senior Acellus Coordinator: Dr. Marti Asay (marti_asay@science.edu)

PREPARED FOR:

Requested By: Rani Goyal - Director, Teaching and Learning
School: Santa Rosa City Schools
District: Santa Rosa City Schools
Contact: Dr. Rani Goyal - Director, Teaching and Learning **Phone:** (707) 890-3800 **Email:** rgoyal@srcs.k12.ca.us

BILLING ADDRESS:

Rani Goyal - Director, Teaching and Learning
 Santa Rosa City Schools
 211 Ridgway Avenue
 Santa Rosa, CA 95401
 USA

 Phone: (707) 890-3800
 Email: rgoyal@srcs.k12.ca.us

SHIPPING ADDRESS:

Rani Goyal
 Santa Rosa City Schools
 211 Ridgway Avenue
 Santa Rosa, CA 95401
 USA

 Phone: (707) 890-3800

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
4,000	Acellus School-wide License \$35/student <ul style="list-style-type: none"> In order to obtain a School-wide License, one Master License must be purchased for each student enrolled in the school building. Each Master License allows a student to enroll in up to 6 courses. Licenses valid until June 30, 2021 <p>To qualify for this funding program, the School must:</p> <ul style="list-style-type: none"> Be accredited by a regional accreditation agency. Maintain an Acellus Certified staff. <p>Note: School-wide pricing is reserved for brick and mortar schools.</p>	\$ 35.00	\$ 140,000.00
100	Acellus Teacher Quick-start Training \$100 <ul style="list-style-type: none"> Quick-start Training for teachers of Acellus classes via video conference webinar 	\$ 100.00	\$ 10,000.00
Amount to be Paid by School:			\$ 150,000.00

International Academy of Science is the Sole Source for these items. Terms & Conditions