

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SONOMA HUMAN SERVICES DEPARTMENT
AND
SANTA ROSA CITY SCHOOLS
AND
COMMUNITY CHILD CARE COUNCIL OF SONOMA COUNTY**

This Memorandum of Understanding (hereinafter "MOU"), as of July 1, 2017 (hereinafter "Effective Date"), is by and between the County of Sonoma, acting through its Human Services Department (HSD), (hereinafter "County"), Santa Rosa City Schools (hereinafter "District"), and Community Child Care Council of Sonoma County (hereinafter "4Cs").

WHEREAS, District represents that it is a duly qualified school district employing qualified, licensed, and experienced staff who are participating in the County's Road to Early Achievement and Development of Youth (READY) program; and

WHEREAS, 4Cs is contracted by County to assist in the procurement and distribution of engagement funds for District staff participating successfully in READY, and

WHEREAS, the parties have a mutual goal of promoting the early achievement and development of children,

Now, therefore, the parties agree as follows:

I. PURPOSE

The Purpose of this MOU is to establish the roles and responsibilities of the parties in the READY program for providing services related to the Kindergarten Student Entrance Profile (KSEP) and Parent Survey.

II. GENERAL PROVISIONS

A. Term of MOU

1. The term of this MOU shall be from July 1, 2017 and continue through June 30, 2018 unless terminated earlier in accordance with the provisions in A.2.
2. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.

B. Payment

1. No payment is to be made to the District by County.
2. Engagement funds for District participation in READY will be provided to District in accordance with 4Cs responsibilities detailed in Section IIIB below.

C. Modification

This MOU may be modified or amended at any time by the mutual written agreement of the parties.

D. Confidentiality

All parties agree to maintain confidentiality of participant information in accordance with all applicable state and federal laws and regulations, including electronic confidentiality.

E. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the MOU.

F. Insurance Limits

1. Each party, at its sole expense, shall at all times maintain insurance or self-insure for general liability against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, and one million dollars (\$1,000,000) for property damage per occurrence.
2. Each party will name the other party as an additional insured and provide the other parties with a copy of the certificate of insurance and the additional named insured endorsement upon request.
3. Each party, at its sole expense, shall at all times maintain Worker's Compensation Insurance with statutory limits as required by the Labor Code of the State of California and Employers Liability with limits of \$1,000,000 per occurrence.
4. All public liability insurance shall insure performance of the indemnity provisions as set forth in Section IIE of this agreement.

G. Dispute Resolution

If any conflicts or disputes arise between the parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by all parties that the purpose of such meeting is to come to a resolution that is in the best interest of all parties.

H. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by the parties.

III. ROLES AND RESPONSIBILITIES

A. District Responsibilities:

1. Distribute and collect parent surveys from parents of students entering Kindergarten (KG) at the participating schools listed below, aiming for an 80% or higher response rate. Ensure completed surveys are returned to HSD's READY staff for analysis. The survey shall state that all information provided will be disclosed to HSD and 4Cs as part of the READY program.
2. Conduct the Parent Survey and KSEP at the following District Schools:
 - Abraham Lincoln Elementary
 - Albert Biella Elementary
 - Brook Hill Elementary
 - Cesar Chavez Language Academy
 - Helen Lehman Elementary
 - Hidden Valley Elementary
 - Hidden Valley Satellite Elementary
 - James Monroe Elementary
 - Luther Burbank Elementary
 - Proctor Terrace Elementary
 - Santa Rosa Charter School for the Arts
 - Steele Lane Elementary
3. Support KG staff at the schools listed above with the following:
 - a. Ensure KG teachers attend KSEP training;
 - b. During the first three weeks of school, ensure instructional staff are able to conduct KSEP observations of participating KG students;
 - c. During the fourth week of school ensure staff enter KSEP data into an online form; and
 - d. Provide opportunities for KG teachers to review KSEP reports and communicate with one another about challenges and successes of using the KSEP.
4. Provide HSD READY staff with the opportunity to provide updates to the school staff, parent groups, and the District's Board of Education in order to increase understanding of READY's program goals and progress towards meeting goals.
5. Upon obtaining appropriate parent/guardian consent from all participating KG students, provide the following deliverables:
 - a. At the beginning of the 2017-18 school year, District will provide HSD READY staff with a list of teachers and KG students enrolled in Kindergarten classes at the schools listed above.
 - b. District will provide KG teachers with an electronic version of the KG student profile data fields outlined below.
 - i. District Name
 - ii. School Name

- iii. Student's full name (first and last)
 - iv. Student date of birth
 - v. Student ID number
 - vi. Student home language
 - vii. Student gender
 - viii. Individualized Education Program (IEP) status
- c. District will ensure completed parent surveys are returned to HSD READY staff for analysis aiming for an 80% or higher response rate.
 - d. District will ensure completion of the KSEP for all KG students at the schools listed above, and ensure staff enters assessment scores into the County-provided database within one week after the end of the assessment period, as per guidance provided by HSD READY staff. Additionally, the District will document reasons for any KG students not receiving a KSEP assessment.
 - e. For KG Teachers to receive engagement funds, they must achieve the following outcomes:
 - i. KSEP screening is conducted for all participating KG students in the classroom during the first four weeks of school; and
 - ii. KSEP screening data for all participating KG students is entered into the County-provided online database by September 15th, 2017.

B. 4Cs Responsibilities:

- 1. Per the County contract with 4Cs for the READY program (#PREE-CCCC-READY-1617), and upon receipt of a document from the County detailing the number of District's KG teachers who have achieved the outcomes required, 4Cs will distribute engagement funds of Three Hundred Dollars (\$300.00) per KG teacher up to a not-to-exceed total of Eleven Thousand Seven Hundred Dollars (\$11,700).

C. County Responsibilities:

- 1. Provide KG teachers at the schools listed above with training on how to conduct screening observations using the KSEP.
- 2. Provide KG teachers with technical assistance, as needed, to implement the KSEP.
- 3. Analyze data from the KSEP and parent surveys and present schools and the District with reports and updates, as requested.
- 4. Provide updates to school staff, parent groups, and District Board of Education to increase understanding of READY's program goals and progress towards meeting goals.
- 5. Contract with 4Cs to provide services related to the READY program and administration of the KSEP/parent survey engagement funds.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

SANTA ROSA CITY SCHOOLS

HUMAN SERVICES DEPARTMENT

By: _____
Diann Kitamura
Superintendent

By: _____
Karen Fies
Director, Human Services
Department

Date: _____

Date: _____

COMMUNITY CHILD CARE
COUNCIL

By: _____
Melanie Dodson
Executive Director

Date: _____

APPROVED AS TO SUBSTANCE

By: _____
Oscar Chavez,
Assistant Director, Human
Services Department

[] CERTIFICATES OF
INSURANCE ON FILE WITH
COUNTY

[] INSURANCE REQUIREMENT
CHANGES APPROVED BY
RISK MANAGEMENT

By: _____

CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT

This Manual Maintenance Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and Santa Rosa City Schools of Santa Rosa, California (District) and shall be effective on the date executed by District.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of the GAMUT Online Service Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

WHEREAS subject to the terms and conditions of this Agreement, CSBA provides limited word processing and consulting services in relation to the access it permits to its reference policy manual.

NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. CSBA RESPONSIBILITIES

CSBA agrees to the following:

- a. Maintain a current digital or electronic copy of District Manual, including any adopted revisions of the District policies, regulations, or bylaws provided to CSBA.
- b. Host District Manual on GAMUT, CSBA's web-based policy hosting platform
- c. Permit District online access to District Manual on GAMUT in accordance with this Agreement.
- d. Provide District with regular "Policy Update Packets" that include revised, updated, and/or new CSBA sample policies, regulations, and bylaws for District use.

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- e. Upon District request, update District Manual to reflect modified, revised, or newly adopted or approved District policies, regulations, and bylaws.
- f. Provide District with a public user access web-link to District Manual on GAMUT.
- g. Permit District limited access to policies, regulations, and bylaws adopted by other local educational agencies and hosted on GAMUT.
- h. Make a CSBA Policy Services Consultant available during regular CSBA business hours to assist District on policy issues relating to District Manual. Consultation under this Agreement may include suggestions regarding policy procedures and placement of policies within District Manual and/or review of and suggestions regarding proposed District policies, regulations and bylaws, but shall not include drafting of original policy language for the District Manual. Consulting services are not intended to constitute legal advice and shall not be considered a substitute for advice from District legal counsel.

II. DISTRICT RESPONSIBILITIES

District accepts responsibility for updating and maintaining District Manual consistent with applicable laws and agrees to the following:

- a. For the duration of this Agreement, enter into a GAMUT Online Service Agreement with CSBA for a nontransferable, nonassignable access to the CSBA reference policy manual.
- b. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA. Liaison shall be responsible for all contacts with CSBA, including the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.
- c. Upon adoption or approval of District policies, regulations, or bylaws, immediately forward copy to CSBA for inclusion in District Manual.
- d. Adhere to CSBA requirements for formatting and/or protocols for submitting policies for posting on the GAMUT webpage.
- e. This Agreement automatically renews and the fees therefor are due on July 1 each year.
- f. The Manual Maintenance service is intended for updating individual policies or small batches of policies, not an entire policy manual, or sections thereof.

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- g. CSBA reserves the right to recommend that District undergo a CSBA policy development workshop or other policy development service whenever CSBA determines, due to the number or size of the policies, regulations, and bylaws, included in a single request submitted by District, that District needs to develop a new District Manual.
- h. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's written consent.

III. FEES AND PAYMENT SCHEDULE

- a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of \$4050.00 to CSBA, based on the CSBA payment schedule for Manual Maintenance Service.
- b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.
- c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

IV. TERM

- a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party no later than June 15.
- b. In the event District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement, CSBA shall have no obligation to perform any services under this Agreement.

V. COPYRIGHT

- a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT

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website, are for District's sole use and shall not be made available for use outside of District.

- b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

VI. DISCLAIMER OF WARRANTY

- a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.
- b. CSBA sample policies, administrative regulations, bylaws, and exhibits are provided as a resource for school districts and county offices of education in developing their local policy manual and are not intended for exact replication or as a substitute for legal advice.
- c. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- d. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VII. MISCELLANEOUS

- a. This Agreement and any attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.
- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.

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- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

VIII. CANCELLATION

- a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.
- b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.
- c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after September 1 of the fiscal year.

California School Boards Association

Santa Rosa City Schools

Robert Tuerck

Name of Official

Sr. Director, Policy Development &
Governance Technology

Title of Official

Title of Official

Date

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT

This GAMUT Online Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and Santa Rosa City Schools of Santa Rosa, California (District) and shall be effective on the date executed by District.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of this Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. CSBA RESPONSIBILITIES

CSBA agrees to the following:

- a. Provide online access to CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources through GAMUT, CSBA's web-based policy hosting platform
- b. Provide regular notifications of policy updates, sent to the District Liaison through email or other means of electronic communications.
- c. Provide District with user accounts to access GAMUT.

II. DISTRICT RESPONSIBILITIES

District accepts responsibility for updating and maintaining District policies consistent with applicable laws and agrees to the following:

- a. Comply with the GAMUT Online License Agreement (Attachment A).

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
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- b. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA and advise CSBA of the name of the Liaison. The Liaison shall be responsible for all contacts with CSBA and the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If District Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.
- c. This Agreement automatically renews and the fees therefor are due on July 1 each year.
- d. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's written consent.

III. FEES AND PAYMENT SCHEDULE

- a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of \$3695.00 to CSBA, based on the CSBA payment schedule for GAMUT Online Service.
- b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.
- c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

IV. TERM

- a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party no later than June 15.
- b. In the event District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement, CSBA shall have no obligation to perform any services under this Agreement.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
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V. COPYRIGHT

- a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT website, are for District's sole use and shall not be made available for use outside of District.
- b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

VI. DISCLAIMER OF WARRANTY

- a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.
- b. CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- c. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VII. MISCELLANEOUS

- a. This Agreement and any Attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
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- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.
- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

VIII. CANCELLATION

- a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.
- b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.
- c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after September 1 of the fiscal year.

California School Boards Association

Santa Rosa City Schools

Robert Tuerck

Name of Official

Sr. Director, Policy Development &
Governance Technology

Title of Official

Title of Official

Date

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.

Attachment A

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE LICENSE AGREEMENT

This licensing agreement is incorporated by reference in the GAMUT Online Service Agreement and the terms and conditions stated herein shall have the same effect as if expressly stated in the GAMUT Online Service Agreement.

NOTICE TO USER - California School Boards Association (CSBA) is the sole and exclusive owner of the GAMUT Online policy information system (PIS) and hereby grants a nontransferable, nonassignable license to use the GAMUT Online PIS under the terms and conditions of this agreement. By using the GAMUT Online PIS, licensee agrees to all the terms and conditions of this agreement. Any licensee who does not agree with the terms and conditions of this agreement must notify CSBA that they do not agree and CSBA will terminate the licensee's user accounts.

PROPRIETARY RIGHTS - The GAMUT™ software and accessible data are valuable property of CSBA. Licensee will not make or have made, or permit to be made, any copies of the software, documentation, or any portion thereof. The software provides access to data which licensee is authorized to adapt or customize for its sole and exclusive use or benefit. Licensee agrees not to modify, adapt, translate, decompile, disassemble the software or create derivative works based on the software. Licensee agrees not to distribute the accessible data, passwords, or other access information to anyone other than its employees and officials.

TRADE SECRET - Licensee acknowledges that the software is confidential in nature and constitutes a trade secret of CSBA. Licensee agrees not to sell, rent, license, distribute, transfer, or directly or indirectly permit the sale, rental, licensing, distribution, or transfer of the software to any other party, either during the term of this agreement or thereafter. Licensee agrees to use its best efforts to prevent inadvertent disclosure of the software to any third party during the term of this agreement or thereafter.

LIMITED WARRANTY - The GAMUT Online PIS is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. CSBA does not warrant that functions contained in the GAMUT Online PIS program will meet the user's requirements or that the operation of the program will be uninterrupted or error free. CSBA does not warrant the accessible data to be error free.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - In no event shall CSBA be liable for any damages whatsoever (including, without limitation, damages for loss of profits and/or savings, business interruption, loss of business information or other pecuniary losses) arising from use or inability to use the GAMUT Online PIS.

LICENSEE'S RESPONSIBILITIES - Licensee is responsible for insuring the proper configuration of any hardware used in operating GAMUT Online PIS and for establishing and implementing procedures necessary for the fulfillment of licensee's obligations under this agreement. Licensee agrees to inform all of the licensee's users of licensee's obligations and responsibilities under this agreement including, but not limited to, the nondistribution requirement.



SCHOOL & COLLEGE LEGAL SERVICES OF CALIFORNIA

*A Joint Powers Authority
serving school and
college districts
throughout the state.*

June 5, 2017

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Santa Rosa, CA 95403

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Of Counsel
Robert J. Henry
Margaret M. Merchat

To: Dianna Kitamura, Superintendent
Santa Rosa City Schools

From: Carl D. Corbin, General Counsel

Subject: RETAINER CONTINUATION AGREEMENT FOR LEGAL SERVICES

This memo invites the SANTA ROSA CITY SCHOOLS to continue its Retainer Agreement with SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (SCLS) effective July 1, 2017.

As you consider your legal service needs for the coming year, I want to be clear about our commitment to provide you with excellent services. I welcome your input on how we can best meet your needs, so please do not hesitate to call me. As a reminder SCLS is a Joint Powers of Authority public agency. As such, SCLS does not make a profit. We are a school related agency just like our clients and we are also subject to the Education Code, Brown Act, etc. All of our employees are public employees just like you.

The SCLS JPA Board, comprised of some of our clients, carefully considered for the 2017-18 school year the increase in fees necessary to address SCLS's fiscal needs while continuing to ensure the lowest possible rates for our clients. Effective July 1, 2017, our rates will be increasing \$5 per hour. This means our retainer rate will be \$230 per hour. Many of our clients also consult or use limited services from private law firms so you know that even with our increased rate of \$230 per hour we charge substantially below the private firm hourly rate. Essentially, our rates (with this increase) will have increased over approximately the past ten years at less than \$4 an hour per year. We believe this represents extraordinary cost containment for our clients.

I also want to emphasize that unlike many private law firms, we do not charge additional fees for secretarial time, photocopies, facsimile transmissions, on-line research costs, a flat "administrative" fee or the many other "hidden/add-on" fees associated with doing business with a private law firm, except we do charge for hotel and airline costs if necessary. If you have any questions regarding our services or fees, please do not hesitate to call me.

Please select and note your retainer amount on the Selection of Retainer Amount form. The form should be signed and returned to us along with a purchase order after the governing board has acted on it. Your district will be invoiced for the full retainer amount. In the event that your district does not use all hours originally retained, pursuant to the April 3, 2013, policy adopted by the Joint Powers Board of SCLS, the unused portion will be carried over to the next school term for one year only. If you have any questions about this or the number of hours that you should retain, please do not hesitate to call me.

We very much look forward to working with you.

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
CONTRACT FEE SCHEDULE**

Effective July 1, 2017

**Attorney Retainer Hours of
Attorney Service**

***Retainer @ \$230**

30	\$ 6,900.00
60	13,800.00
120	27,600.00
180	41,400.00
200	46,000.00
300	69,000.00

Districts that wish to contract for a lesser or greater number of hours than that set forth above may do so by calculating a retainer based on the \$230.00 per hour rate and making that change in the fee schedule. Minimum level is 20 hours.

Included within the retainer fee are all of the workshops, newsletters, legal updates, and all other work we do for all clients. We do, however, charge a fee not to exceed the actual costs for facilities, meals and copy fees for materials provided at workshops.

The retainer amounts set forth above are based on a rate of \$230.00 per hour for all attorney time. In the event that your district does not use all hours originally retained, pursuant to the April 3, 2013, policy adopted by the Joint Powers Board of SCLS, the unused portion will be carried over to the next school term for one year only.

No additional fee is charged for meals while traveling to or from your district. No additional fee for secretarial time, nor for the cost of photocopies, telephone calls, or "facsimile" transmissions to or from your district. There are no postage charges for regular mail, no "administrative fee," and no on-line research costs. Set fees may be charged for formed contracts and bid documents. If required, overnight lodging and air travel costs would be charged.

Mandated costs services are based on a rate of \$230.00 per hour and do not count against the retainer, unless you specifically indicate that it be included.

Litigation services are based on a rate of \$240.00 per hour and also do not count against the retainer.

* Please designate on next page.

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
FEE SCHEDULE**

Effective July 1, 2017

Retainer Contract Clients

All Attorneys	\$230.00 per hour
Excess Hours over Retainer*	\$240.00 per hour
Litigation	\$240.00 per hour
Mandated Services	\$230.00 per hour
Paralegal/Paraprofessional	\$115.00 per hour
Law Clerk	\$80.00 per hour

Billable Contract Clients

All Attorneys	\$250.00 per hour
Litigation	\$250.00 per hour
Mandated Services	\$250.00 per hour
Paralegal/Paraprofessional	\$115.00 per hour
Law Clerk	\$80.00 per hour

*Not applicable to clients retaining 500 or more hours.

SELECTION OF RETAINER AMOUNT

Effective July 1, 2017

The SANTA ROSA CITY SCHOOLS hereby selects the following annual retainer amount effective July 1, 2017:
\$ _____ for _____ hours of service.

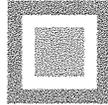
- I want mandated services charged against this amount.
- I do not want mandated services charged against this amount and instead want to be separately billed for such services.

The Retainer Contract is a commitment to use specified hours at the reduced hourly rate. Should the district decide to terminate the Contract during the course of the school year (July 1, 2017, through June 30, 2018) and seek a refund of unexpended hours/dollars, it is mutually agreed that the hours used to date of termination will be re-billed at the full Billable hourly rate (\$250.00) and then any remaining dollars will be refunded to the district.

A purchase order, check or warrant for this amount is enclosed or will be delivered to SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA within 30 days of the date this agreement is signed by the district representative.

By: _____
Dianna Kitamura, Superintendent

Date: _____



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Rosa City Schools (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2017 through June 30, 2018:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Mileage	IRS Standard Rate

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santa Rosa City Schools

Fagen Friedman & Fulfrost LLP

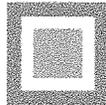


Diann Kitamura, Superintendent

Chris Keeler, Managing Partner

DATE: _____

DATE: May 24, 2017



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Santa Rosa City Schools
July 1, 2017 through June 30, 2018

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$240 - \$280 per hour
Partner	\$300 - \$335 per hour
Of-Counsel	\$335 per hour
Paralegal/Law Clerk	\$160 - \$200 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$230 per hour
Education Consultant	\$220 per hour
Communication Services Consultant	\$280 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



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 Nancy Hauptman, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

XX 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 - 7300 - 5808 - 399 - 5199

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

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

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

Number of Individuals Served:

Approved at Site by*: Date:

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Date:

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: 7/1/17 Proposed Contract End Date: 6/30/18

Requisition #:

BUSINESS SERVICES USE ONLY

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

Verified by: Date:

Fiscal Services Authorizer

LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide access to records, files, software as needed to perform duties.

(b) CONTRACTOR's Responsibilities and Duties:

Training new personnel in Fiscal Services department; assist in preparation for annual audit; assist with fiscal year end closing; various projects in the Fiscal Services department.

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

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Seventy-five thousand and no/100 Dollars (\$75,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$75 per hour; billable and payable monthly

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

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

To help facilitate accounting and business practices for Santa Rosa City Schools.

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

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

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

XX 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.



B.T. Mancini Co., Inc.
2985 Dutton Avenue, Suite 1
Santa Rosa CA 95407-5715
707-568-5300 fax: 707- 568-5302
www.btmancini.com

CA Contractors Lic. #229210

Bid Proposal

Date: May 31, 2017
Attention: Dave Harden
Company: Santa Rosa City Schools
Address: 211 Ridgway Avenue, Santa Rosa, CA 95401
Phone: 707-528-5124
Fax: 707-528-5204

Project: Montgomery HS Portables 61-70 Carpeting
Address: 1250 Hartman Drive, Santa Rosa
DIR#1000002989

B.T. Mancini Co., Inc. to supply and install as per floor plans and specifications; N/A

Scope of work: Remove & dispose existing Carpet and wall base. Prepare wood subfloor as needed to install materials listed below

Materials:

1. Carpet Tile: Lees Faculty Re-Mix 26 oz. color TBD.
2. Base: Burke 4" TS Rubber base, Color TBD.
3. All necessary sundries to complete scope of work.

PROJECT CONDITIONS: (To be made part of the Contract Documents)

- ** Pricing is based on normal business hours, 8-hour day, Monday through Friday.
- ** G. C. or Owner is responsible for all environmental conditions, including heat, lighting and concrete moisture vapor emission control, including testing. Acceptable moisture emission test results are required prior to installation of flooring.
- ** Pricing includes all applicable tax and freight.
- ** Pricing is valid for 30 days.

EXCLUSIONS:

- ** Any furniture moving.
- ** Concrete moisture testing and remediation. In an effort to provide and maintain the product manufacture warranties, B.T. Mancini Co. can provide information for independent concrete testing companies.
- ** No asbestos removal, either floor covering or adhesives.
- ** Major floor preparation including: cleaning and filling of saw cuts, ramping and leveling of concrete, unforeseen sub floor repairs, and any grinding of concrete.
- ** Any demo or removal of other trades construction materials, including marking paint.
- ** Final cleaning and waxing of resilient flooring, vacuuming of carpet and protection of installed flooring.
- ** Cost of bonds, permits or fees.
- ** Liquidated damages.
- ** Waiver of subrogation.
- ** *When any WRAP Program is implemented on a project, B.T. Mancini Co., Inc. will only provide Additionally Insured and Completed Operations Coverage for offsite operations.*

** Total Complete: \$ 40,757.00

Alt. 1: Carpet to be Mannington Centerfield IV 26 oz. Color TBD. Total Complete: \$ 36,252.00

Alt. 2: Carpet to be Milliken 19 oz. with attached cushion, style and Color TBD. Total Complete: \$ 34,223.00

Elliott Schnur

Respectfully Submitted,
Elliott Schnur 707.548.7869
Elliott.Schnur@btmancini.com

QUOTATION ACCEPTANCE:

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by the B.T. Mancini Co., Inc. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract based on this quotation, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to terms of The General Conditions of Sale contained herein. No terms additional or different from The General Conditions will be accepted, including, but not limited to, any terms which establish a "condition precedent" to the Buyer making payment to the Seller other than any "condition precedent" already contained in

this proposal. The undersigned hereby accepts this proposal and states that he has read The General Conditions of Sale on the reverse side.

Accepted: _____

Print Name: _____

Company: _____

Date: _____

Page 2

INSTALLATION NOTES:

1. Extra work is quoted as an add to this subcontract to be done during work duration. After our work is complete, these quoted prices may increase.
2. Area of installation must be a minimum of 65 degrees F; building completely constructed with doors, windows, heating and HVAC fully operational.
3. Area of installation will require free and clear access to construction areas.
4. B.T. Mancini will not honor any back charges, unless notified in writing at the time of occurrence and given the opportunity to correct the situation.
5. B.T. Mancini Co., Inc. will not be responsible for any delays in obtaining special items, which are beyond our control.
6. B.T. Mancini Co., Inc. will not be responsible for any damage to finished or unfinished materials caused by other trades.
7. Proper electrical power, lighting and heat to be furnished at no cost to B.T. Mancini Co., Inc.
8. Prices based on material being fabricated and installed at one time.

QUALIFICATIONS

B.T. Mancini Co., Inc. shall defend, indemnify and hold harmless the Contractor and Owner from damages only to the extent such damages were caused by any negligent act or omission of B.T. Mancini Co., Inc.
B.T. Mancini Co., Inc. will not defend, indemnify or hold harmless any other person or entity. This provision supersedes any other indemnity provision.

PAYMENT:

Payment to Seller is express obligation of Buyer and is not dependent upon "the condition precedent" of buyer receiving funds from other sources. Seller to be paid according to the following schedule:

- A. B.T. Mancini Co., Inc. will order materials to meet your schedule. We will bill for these materials when delivered to our warehouse or the job site as arranged. We shall expect payment for the materials to be paid by the tenth of the month following your receipt of our invoice.
- B. If we perform installation work, we shall expect to be paid a minimum of 90% of our invoice for installation by the tenth of the month following your receipt of our invoice.
- C. Any retention that you may have withheld shall be paid not later than thirty days following the completion of the work.

SPECIAL PROVISIONS:

Should a dispute arise over the provisions of the subcontract, change order, delays, or any other matters, and litigation or arbitration ensue, the prevailing party will be entitled to reasonable attorney's fees and costs.

GENERAL CONDITIONS OF SALES

1. Definitions – The word “Seller” as used herein means B.T. Mancini Co., Inc. and the word “Buyer” means the purchaser of material and services hereunder from the Seller.
2. Safety – The Seller will take reasonable care to insure that no unsafe conditions are created by the Seller’s work, but assumes no liability for injuries for which the Seller would not otherwise be responsible. The Seller agrees to notify the Buyer upon discovery of any hazardous condition which is correctable; however, failure to give such notice shall not create any liability on the Seller’s part.
3. Delay – If the Seller’s work is stopped or delayed due to causes beyond the control of the Buyer and not due to the fault of the Buyer, the Buyer shall not be liable to the Seller for such stoppage or delay, provided that if such stoppage or delay continues for more than thirty (30) days the Seller shall have the option to terminate this contract and the Seller shall be entitled to recover from the Buyer that portion of the work performed by the Seller, including reasonable overhead and profit. In the event the Seller’s work is stopped or delayed because of the improper performance, lack of planning, negligence, or other fault of the Buyer and/or contractors under Buyer’s control, the Seller shall be entitled to reimbursement of all actual costs incurred plus 15% overhead and 10% profit and compensation for reasonable field overhead and home office overhead (calculated according to the Eichleay formula) expenses arising out of such stoppage or delay, and in addition may, after such stoppage or delay has continued for more than thirty (30) days, terminate this contract and exercise all rights and remedies existing under the laws of the State of California. Stoppage or delay shall be presumed to be the fault of the Buyer until shown otherwise.
4. Indemnification – The Seller agrees to hold harmless the Buyer against claims or obligations arising out of acts or omissions done in whole by the Seller. The Buyer agrees to defend and hold the Seller harmless against any claims and/or obligations arising out of acts or omissions of the Buyer and/or contractor’s under Buyer’s control.
5. Attorneys’ Fees – In the event suit is brought by either party to this contract to enforce the terms or to collect money damages for breach thereof, the prevailing party shall be entitled to reasonable attorney’s fees, expert or consulting fees, court costs, costs of investigation, and other related expenses incurred in connection with such suit.
6. Prompt Performance – The Seller shall make reasonable efforts to perform the work promptly in accordance with the terms of this contract, but shall not be liable for delay arising from strikes, lockouts, fire, earthquake, war governmental act, Acts of God, or other events beyond the control of the Seller, whether effecting the production, loading, transportation, delivery or installation of material or the performance of labor.
7. Transportation and Claims – Claims by the Buyer for shortages or for improper, defective or damaged material must be made in writing specifying in detail the nature and extent of the shortage, defect or damage within five (5) days of delivery, accompanied, in the case of claim for shortage or damage, by the original freight bill with a notation on the face thereof by local agent of the carrier as to the items and quantity short or damaged. Risk of damage shall be on the Buyer when materials are delivered to a common carrier F.O.B. shipping point. Title to material to remain with Seller until payment is made in full by Buyer.
8. Limitation on Claims – Any claim by the Buyer whether for breach of contract, property damage, or personal injury based on faulty materials or workmanship must be made in writing within one (1) year of substantial completion of the work, or such claim shall be deemed forever waived.
9. Protection and Security – The Buyer shall take reasonable steps to protect material, tools and equipment installed and/or stored at the job site from damage, vandalism and theft, and shall provide, as appropriate, security guards and secure storage areas. Damaged or stolen materials shall be the responsibility of the Buyer.
10. Assignment – The Buyer shall not assign his rights under this contract, in whole or in part, without the written consent of the Seller.
11. Bankruptcy – In the event the Buyer is adjudicated bankrupt or files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver over a substantial part of the Buyer’s property, the Seller shall have the right to terminate this contract and collect for all work performed hereunder.
12. Payment – The Buyer shall pay the Seller according to the following schedule:
 - (a) For materials delivered to the job, the cost of those materials shall be paid by the 10th of the month following delivery.
 - (b) For installation, 90% of the value of the work performed in any month shall be paid by the 10th of the following month,
 - (c) Retention shall be paid with thirty (30) days of the completion and acceptance of the Seller’s work. The benefit of any reduction of the retention under the prime contract (example, from 10% to 5%) will be passed proportionally on to the Seller.
 - (d) Buyer shall not make any payment to Seller in the form of a joint check, or any other type of payment other than payment solely in the name of Seller, unless agreed to by Seller in writing.Any sums not paid when due shall bear a late charge at the rate of one and one half percent (1 ½%) per month, annual percent rate 18%, until paid provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, the Seller shall have the right to withhold further material and labor until payment is made, or

to terminate this contract and receive damages, until paid. If payment is not made as provided herein, the Seller may stop work and ultimately terminate the contract upon 5 days written notice to the Buyer.

13. Job Conditions – Unless otherwise stated herein. The working surfaces and job conditions shall be in a satisfactory state ready to receive the application of the Seller's materials upon the Buyer's notice to commence work. Seller is entitled to rely on Buyer's notice to commence work as a representation that Buyer has carefully inspected and approved the work performed by others that it is to receive, align, abut or similarly relate to the work of the Seller.

14. Penalties and Backcharges – No backcharges, penalties, liquidated damages or other deductions against the price set forth herein may be claimed unless the item involved has been (1) previously authorized and specifically approved in writing by the Seller, and (2) invoiced no later than thirty (30) days after the cost is established, provided that in no event will it be invoiced less than five (5) days before filing of the Notice of Completion. Lack of compliance with the foregoing shall constitute a waiver of the charge. Seller shall have a reasonable opportunity to cure any claimed defect.

15. Extra work – For any changes to the scope of work as provided herein. The Buyer will provide the Seller with appropriate written change order prior to the Seller proceeding. The Seller will be paid for extra work on the basis of actual direct costs, including taxes and insurance, plus 15% overhead and 10% profit unless otherwise provided for. Seller is not obligated to perform any changes to the scope of work until it receives a written change order from the Seller and the price for the extra work and/or any time extension required by the extra work are agreed to by both parties.

16. Bonds – Unless specifically included. The cost of any required surety bonds shall be paid of by the Buyer.

17. Escalation – The Seller's price is based on completion of the Seller's portion of the work by the schedule as indicated in the contract documents or as otherwise described herein, in the event the project is delayed, through no fault of the Seller, the prices for materials and labor shall be adjusted by the actual increases.

18. Contract and Credit Acceptance – All contracts are subject to approval and acceptance by authorized managerial employees of the Seller. Acceptance of contracts, and shipments and performance of work hereunder, shall at all times be subject to the Seller's credit approval, and the Seller reserves the right to require full or partial payment in advance if, in the Seller's opinion, the financial condition of the Buyer justifies continued performance on the terms specified.

19. Material Approval – Samples furnished by the Seller, when approved by the Buyer or Architect, shall be deemed the correct interpretation of the materials to be furnished.

20. Inspection and Acceptance – Upon completion, the Buyer shall promptly inspect the Seller's work and materials. Failure of the Buyer to give approval or reject the Seller's work and materials within ten (10) days after completion, stating in detail, reasons for the rejection, if any, shall constitute complete and final acceptance of Seller's work and materials.

21. Labor Rates and Working Conditions – the contract is based on a normal working day at straight time hourly rates prevailing in the area where the work is to be done. If the Buyer requests overtime work, the price shall be adjusted accordingly to cover the resulting additional costs, including the actual increase in wages, taxes, insurance, overhead at 15% and profit at 10%. The contract price is further based on the Seller's labor working full time continuously without interruption during regular working hours until completion of the work and the Buyer shall pay all actual additional expense incurred by the Seller for idle time, overtime, traveling, and equipment set-up occasioned by interruption within the Buyer's control.

22. Insurance and Liability for Damage – The Seller carries comprehensive general liability and workmen's compensation insurance and will furnish proof thereof upon request. Loss or damage to materials and work resulting from Acts of God, weather, fire, flood, windstorm, other trades or any other risk not caused by the Seller, shall be the Buyer's responsibility, and the Buyer shall indemnify and hold the Seller harmless from loss by reason thereof.

Stripe 'N' Seal and Aaron Paving, Inc.

client contact Jim Moorhouse - Director of Maintenance & Operations		project site contact tbd		proposal date 6/7/2017
client Santa Rosa City Schools		project Lincoln Elementary School		requested schedule tbd
mailing address 211 Ridgway Ave		project street address 850 West 9th Street		number of phases 1
city Santa Rosa	zip 95401	city Santa Rosa		
phone 528-5124	fax 528-5204	mob phone 695-8001	email JMoorhouse@srcs.k12.ca.us	

Asphalt Maintenance for Lincoln Elementary School

Scope of work described in the attached 5-31-17 notice.

Total cost 39,732

Additional attachments:

DIR registration number 1000000467

Proof on contractors' license "A" 308128

Certificate of insurance

Estimator: Dan Fowler, mob: (707) 974-4572 office: (707) 528-3377 fax: (707) 544-7149

Contractors Class A License No. 308128, p.o. box 7347, Santa Rosa, Ca 95407



Maintenance and Operations
Jim Moorhouse, Director
Mike Braff, Facilities Director
Dave Harden, Supervisor
707-528-5128-phone
707-528-5204-fax

Notice for informal proposal for Santa Rosa City Schools Asphalt Project

Asphalt Repair, Slurry Seal and Re-Stripe Project for Abraham Lincoln Elementary School

Address; 850 W. Ninth Street Santa Rosa Ca.

Dates for project start; 7-01-17

Completion date; 7-30-17

Scope of project:

- Remove debris
- Patch asphalt as needed
- Grind existing raised trip hazards to current surface level
- Grind asphalt at all edges meeting concrete walkways and driveways
- Fill cracks with gaps more than 3/8 of an inch
- Protect any protrusion raising upward from surface
- Cover all drains, ground boxes and anchor points prior to sealing
- Protect any non-asphalt surface from sealant
- Sealant should be spread evenly to fill low spots and provide a smooth surface
- Re-stripe asphalt to prior type of lines and play activities
- Clean all areas prior to completion

Other requirements

- Proof of contractor's license
- Certificates of insurance
- Bid Bond
- DIR compliant project (prevailing wage)

Proposals shall be received by;

3:00 pm, June 8th 2017

211 Ridgway Ave Santa Rosa Ca. 95401

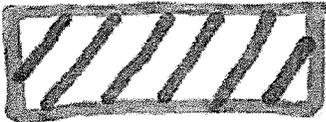
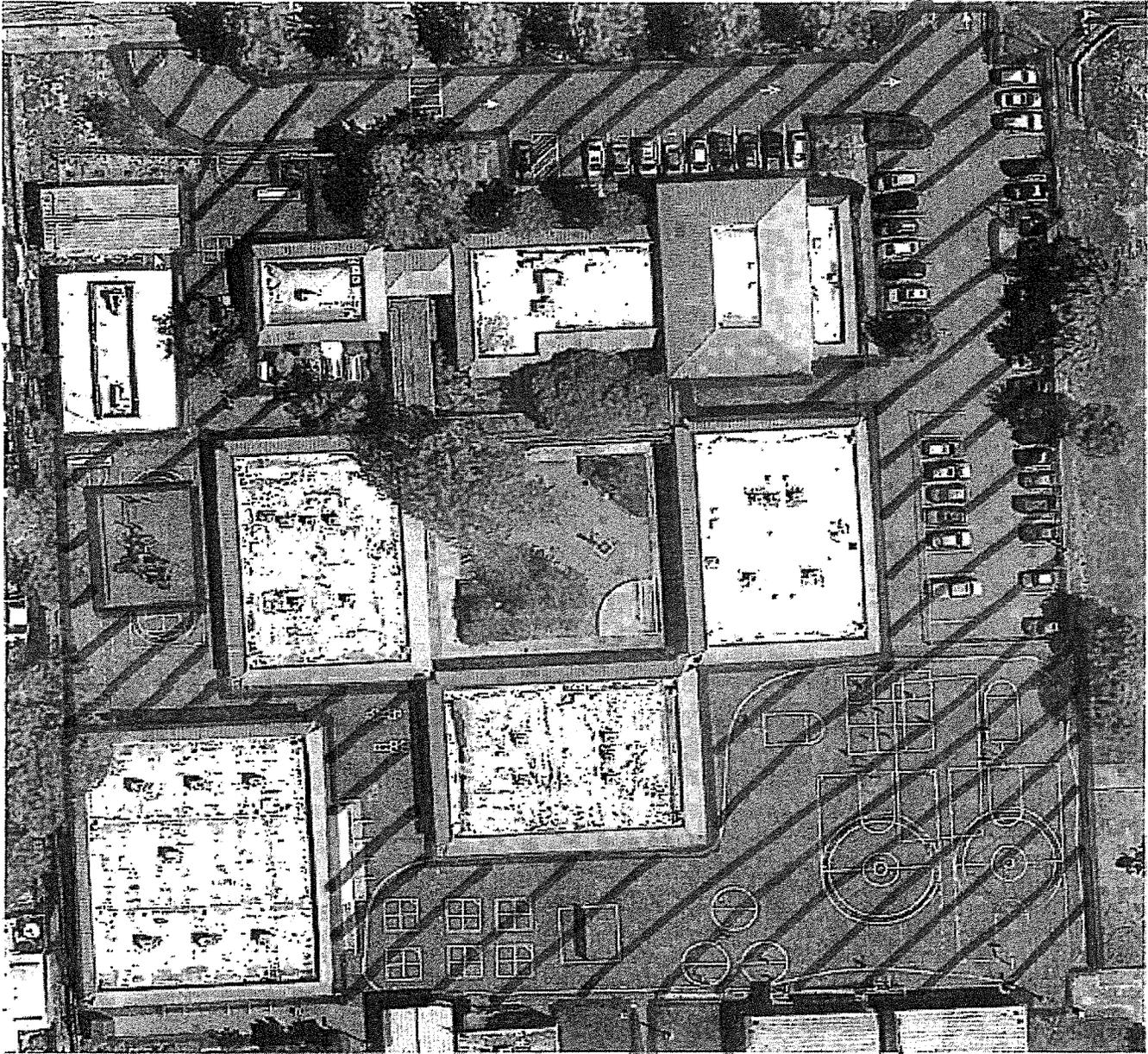
Attn; Maintenance and Operations

Jim Moorhouse

Director of Maintenance and Operations

Santa Rosa City Schools

Lincoln Elementary Hospital



Top Coat Sealer
Re-Striping

Patch as needed




 State of California
Department of Industrial Relations
 Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:
 Contractor Legal Name: [Contractor License Lookup](#)
 License Number:

Public Works Contractor Registration Web Search Results
One Registered Contractor found. 1

Legal Name	Registration Number	License Type#(number(s))	Registration Date	Expiration Date
STRIFE 'N' SEAL, INC. DBA AARON PAVING	100000467	CSLB:308128	06/29/2015	06/30/2016

California Labor Code Section 1725.5 and 1771.1 require that all contractors and subcontractors be registered with the Department of Industrial Relations in order to be qualified to bid on, be listed on a bid proposal or engage in the performance of any contract for public works.

No public works bid shall be accepted nor any contract or subcontract entered into without proof of the contractors or subcontractors current registration to perform public works pursuant to Sections 1725.5 and 1771.1

The contractors and subcontractors will be required to provide the following in order to register with the Department of Industrial Relations:

- They must pay an initial and annual non-refundable fee
- They must provide evidence that they have sufficient workers compensation insurance
- They must provide evidence that they are licensed by the Contractors State License Board
- They must not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court for any federal, state or local administrative agency
- They must not be currently debarred under Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works
- They have not bid on a public works contract, been listed on a bid proposal or engaged in the performance of a contract for public works without being lawfully registered with the Department of Industrial Relations

Mailing Address: P.O. Box 7347, Santa Rosa CA 95407 ~ Phone: (707) 528-3377 ~ Fax: (707) 544-7149 ~ License No. 308128



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **308128**

Entity **CORP**

Business Name **STRIPE 'N' SEAL INC DBA
AARON PAVING**

Classification(s) **A**

Expiration Date **04/30/2019**

www.cslb.ca.gov



Stripe 'N' Seal and Aaron Paving, Inc.

client contact Jim Moorhouse - Director of Maintenance & Operations		project site contact tbd		proposal date 6/7/2017
client Santa Rosa City Schools		project Rincon Valley Middle School		requested schedule tbd
mailing address 211 Ridgway Ave		project street address 4650 Badger Road		number of phases 1
city Santa Rosa	zip 95401	city Santa Rosa		
phone 528-5124	fax 528-5204	mob phone 695-8001	email JMoorhouse@srcs.k12.ca.us	

Asphalt Maintenance for Rincon Valley Middle School

Scope of work described in the attached 5-31-17 notice.

Total cost 43,841

Additional attachments:

DIR registration number 1000000467

Proof on contractors' license "A" 308128

Certificate of insurance

Estimator: Dan Fowler, mob: (707) 974-4572 office: (707) 528-3377 fax: (707) 544-7149

Contractors Class A License No. 308128, p.o. box 7347, Santa Rosa, Ca 95407



Maintenance and Operations
Jim Moorhouse, Director
Mike Braff, Facilities Director
Dave Harden, Supervisor
707-528-5128-phone
707-528-5204-fax

Notice for informal proposal for Santa Rosa City Schools Asphalt Project
Asphalt Repair, Slurry, Seal and Re-Stripe Project for Rincon Valley Middle School
Address; 4650 Badger Road Santa Rosa Ca.
Dates for project start; 7-01-17
Completion date; 7-30-17

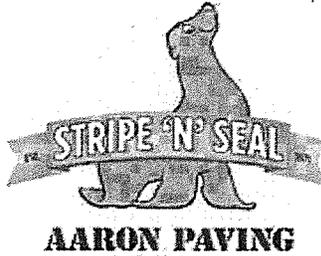
Scope of project;

- Remove debris
- Patch asphalt as needed
- Grind trip hazards to match current surface
- Grind asphalt at all edges meeting concrete walkways and driveways
- Fill cracks with gaps more than 3/8 of an inch
- Protect any protrusion raising upward from surface
- Cover all drains, ground boxes and anchor points prior to sealing
- Protect any non-asphalt surface from sealant
- Slurry seal in basketball courts will be of a heavy aggregate type to fill voids and low spots
- Sealant should be spread evenly to fill low spots and provide a smooth surface
- Re-stripe asphalt to prior type of lines and play activities
- Clean all areas prior to completion

Other requirements

- Proof of contractor's license
- Certificates of insurance
- Bid Bond
- DIR compliant project (prevailing wage)

Proposals shall be received by;
3:00 pm, June 8th 2017
211 Ridgway Ave Santa Rosa Ca. 95401
Attn; Maintenance and Operations
Jim Moorhouse
Director of Maintenance and Operations
Santa Rosa City Schools




 State of California
Department of Industrial Relations
 Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:
 Contractor Legal Name: [Contractor License Lookup](#)
 License Number:

Public Works Contractor Registration Web Search Results
 One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
STRIPE 'N' SEAL, INC. DBA AARON PAVING	100000467	CSLB:308128	06/29/2015	06/30/2016

California Labor Code Section 1725.5 and 1771.1 require that all contractors and subcontractors be registered with the Department of Industrial Relations in order to be qualified to bid on, be listed on a bid proposal or engage in the performance of any contract for public works.

No public works bid shall be accepted nor any contract or subcontract entered into without proof of the contractors or subcontractors current registration to perform public works pursuant to Sections 1725.5 and 1771.1

The contractors and subcontractors will be required to provide the following in order to register with the Department of Industrial Relations:

- They must pay an initial and annual non-refundable fee
- They must provide evidence that they have sufficient workers compensation insurance
- They must provide evidence that they are licensed by the Contractors State License Board
- They must not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court for any federal, state or local administrative agency
- They must not be currently debarred under Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works
- They have not bid on a public works contract, been listed on a bid proposal or engaged in the performance of a contract for public works without being lawfully registered with the Department of Industrial Relations

Mailing Address: P.O. Box 7347, Santa Rosa CA 95407 ~ Phone: (707) 528-3377 ~ Fax: (707) 544-7149 ~ License No. 308128



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **308128**

Entity **CORP**

Business Name **STRIPE 'N' SEAL INC DBA
AARON PAVING**

Classification(s) **A**

Expiration Date **04/30/2019**

www.cslb.ca.gov





PROPOSAL

Date: June 8, 2017
 Invoice #:
 Work Order #:
 Expiration Date: July 8, 2017

"No job to tall, no feak to small, we stop them all."

To: JIM MOOREHOUSE

Project: ALBERT BIELLA ELEM

Scope of Work: PORTABLES 22, 23, 24, 25, AND 26

- 1) tear off existing coping cap, expansion joint coping and shed style coping, fabricate new and install
 - 2) tear off existing gutters and downspouts, replace with new seamless gutters and galvalume downspouts.
 - 3) power wash existing metal roofs, clean all existing patch areas.
 - 4) install unibond tape to all joints and standing seam ends.
 - 5) install 1 coat garland primer.
 - 6) install 1 coat garland white knight base coat.
 - 7) install 1 coat white knight top coat.
- A) roofing materials not included
 B) coping and gutter materials included

to accept this proposal sign, date and return to:

dgroofing34@yahoo.com

or

Mail to:
 1390 North McDowell Blvd
 Suite G #125
 Petaluma, CA 94954

Subtotal	\$48,250.00
Total	48,250.0000

Thank you for your business!

Dan George Roofing
 Phone: 707.774.3082
 Fax: 707.776.464

Email: DGRoofing34@yahoo.com





PROPOSAL

Date: June 8, 2017
 Invoice #:
 Work Order #:
 Expiration Date: July 8, 2017

"No job to tall, no leak to small, we stop them all."

To: JIM MOOREHOUSE

Project: PINER HIGH SCHOOL

Scope of Work: PORTABLE H-83

- 1) tear off roofing and haul away as spec.
- 2) repair cost for roof deck replacement, \$ 5.50 ln ft
- 3) repair cost for fascia replkacement, \$ 16.50 ln ft
- 4) install garland roof membrane tpo as spec.

Subtotal	\$38,000.00
Total	38,000.00

to accept this proposal sign, date and return to:

dgroofing34@yahoo.com

or

Mail to:
 1390 North Mcdowell Blvd
 Suite G #125
 Petaluma, CA 94954

Thank you for your business!

Dan George Roofing
 Phone: 707.774.3082
 Fax: 707.776.464

Email: DGRoofing34@yahoo.com



PROPOSAL

Date: June 8, 2017
Invoice #:
Work Order #:
Expiration Date: July 8, 2017

"No job to tall, no leak to small, we stop them all."

To: JIM MOOREHOUSE

Project: PINER HIGH SCHOOL

Scope of Work: PORTABLES H-80, 81, 82

- 1) tear off roofing and haul away as spec.
- 2) repair cost for roof deck replacement, \$ 5.50 ln ft
- 3) repair cost for facia replacement, \$ 16.50 ln ft.
- 4) install garland roof membran tpo as spec.

Subtotal	\$53,000.00
Total	53,000.00

to accept this proposal sign, date and return to:

dgroofing34@yahoo.com

or

Mail to:
1390 North Mcdowell Blvd
Suite G #125
Petaluma, CA 94954

Thank you for your business!

Dan George Roofing
Phone: 707.774.3082
Fax: 707.776.464
Email: DGRoofing34@yahoo.com



CENTRAL VALLEY ENVIRONMENTAL

North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego-1501 India Street, Suite 103-131, San Diego, CA. 92101-Ph: (619) 838-4035
Corporate Office- 3443 W Gettysburg- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

PROPOSAL – CVENB#17556

Jim Moorhouse
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA
707-253-7529

May 23rd, 2017

Pine High School Santa Rosa Portables H80-H83

Scope of Work: Asbestos Abatement

1. Mobilization of Crew and equipment
2. Set up of engineering controls and establishment of asbestos removal area using caution tape, delineator cones, and signage.
3. Remove and dispose and dispose of the grey mastic under the metal flashing on the exterior of the roofs of 3 portables.
4. Remove Screws and associated asbestos containing grey sealant from roofing edge on the 3 portables. CVE is not responsible for any damage repair to flashing during removal operations. CVE will set any flashing that removed on roof top or where district requires, for their reuse.
5. EXCLUDES: 3rd party Asbestos clearance upon completion.

Total: \$1,743.00

*All Asbestos & Mold work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

Excludes:

1. Any patch and repair to wall or floor surfaces do to tape and plastic sheeting during removal operations.
2. Any Other work not noted on this proposal.



CENTRAL VALLEY ENVIRONMENTAL

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Corporate Office- 3443 W Gettysburg- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or de-mobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.



CENTRAL VALLEY ENVIRONMENTAL

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San Diego-1501 India Street, Suite 103-131, San Diego, CA. 92101-Ph: (619) 838-4035
Corporate Office- 3443 W Gettysburg- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

CVENB JOB#17556

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2017

CUSTOMER SIGNATURE: _____

PRINT NAME: _____ DATE: _____

**** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX TO (707) 584-1911 or email to alp@cvecorp.com**

If you have any questions or concerns please contact Albert Proulx on his cell phone (707) 535-6877.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL



CENTRAL VALLEY ENVIRONMENTAL

North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
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Corporate Office- 3443 W Gettysburg- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 707-584-1911 Or Email to
donnas@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 707-584-1911 or email donnas@cvecorp.com.

You may also call 707-584-1900 with any questions or concerns.

Project Name _____

Job # NB17556 _____

- What type of project is this? (circle one) Private Public Federal
- If a public or federal project, is there a payment bond? (Circle one) Yes No
- If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____

General Contractor _____

Construction Lender _____

Other (If any) _____



CENTRAL VALLEY ENVIRONMENTAL

North Bay-135 Utility Court, Suite A— Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego-1501 India Street, Suite 103-131, San Diego, CA. 92101-Ph: (619) 838-4035
Corporate Office- 3443 W Gettysburg- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.

Owner's Name:

Contact Name (First & Last)

Owner's mailing address:

Owner's Telephone

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)



CENTRAL VALLEY ENVIRONMENTAL

North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego-1501 India Street, Suite 103-131, San Diego, CA. 92101-Ph: (619) 838-4035
Corporate Office- 3443 W Gettysburg- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
CONTRACTOR'S LICENSE #: 974852 DOSH Reg#1064

GOLDEN STATE ELECTRIC, INC.
Electrical Contractor
CA Lic. #583566

PO Box 7944 * Santa Rosa, CA 95407* Tel. (707) 575-4111 FAX (707) 575-4112

BID MEMORANDUM

DATE: 06/19/2017
SEND TO: T & R Communications, Attn: Adrian Bica
TELEPHONE:
FAX:
EMAIL:

RE: RVMS MDF & IDF Power Outlets.

Description

Install (1) 30 amp 120 volt power outlet for the MDF.
Install (8) 20 amp 120 volt power outlets for the IDF's.
Install all conduit, conductors, boxes, and receptacles.

Price Quote	\$ 25,750.00
--------------------	---------------------

Exclusions Any and All as Listed: Price Quote is Good for 30-Days.

- Permits/fees & bonds;
- Cutting/patching/painting
- Any and all PG&E conduits, splice boxes & transformers
- Conduit, trenching & backfill
- Waterproofing & caulking
- Boring and saw cutting
- Any and all Safety wires
- Temporary power and lighting
- Hazardous material removal
- PA system wiring
- Up-grades of existing electrical systems
- Tel/Data wiring
- Roof Patching
- Emergency power system
- HVAC control wiring & conduit.
- Site lighting
- Video camera wiring
- Fire Alarm wiring

All price quotes are based on standard time and work hours.
Please contact me if you have any questions or require additional information.

Respectfully submitted,

Edward Franceschi



Sign

Date



PresenceLearning, Inc.
180 Montgomery St. Suite 2000
San Francisco, CA 94104
Phone (415) 512-9000

Date: June 23, 2017

To: Santa Rosa City Schools

This is an Amendment ("Amendment") of the Master Services Agreement ("Agreement"), dated April 7, 2017, by and between Santa Rosa City Schools ("Partner") and PresenceLearning, Inc. ("PresenceLearning"). PresenceLearning and Partner are referred to herein individually as a "Party" or collectively as the "Parties." This Amendment is entered as of June 23, 2017 (the "Amendment Effective Date"). Except as set forth below, the Agreement shall remain unmodified and in full force and effect. The below table summarizes the revised Service Levels and Terms of the Agreement as they apply to the 2016-2017 school year.

AGREEMENT TERM	DESCRIPTION	AMOUNT
Contracted Students	Total number of clients per month during the term of the agreement.	12
Term	This amendment is for extended school year services and shall be in effect as of the Amendment Effective Date and shall continue until August 11, 2017.	N/A
Monthly Minimum Commitment	No monthly minimum shall apply to the payment due for June, July, and August.	N/A
Anticipated Maximum Cost	The Anticipated Maximum Cost reflects the best estimate of the parties of the maximum amount Customer will pay for Services pursuant to the Amendment, and is based upon the number of students, length of sessions, number of sessions, and anticipated indirect time. If Customer requests, and PresenceLearning provides, Services in excess of those anticipated, the amount which the Customer is liable to pay to PresenceLearning may exceed the Anticipated Maximum Cost.	\$20,000.00

If you have any questions concerning this Amendment, contact Aimee Ivanoff at (415) 423-1229.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment along with its Agreement and Extension to be executed as of the Amendment Effective Date.

PresenceLearning, Inc.

Partner

By:

By:

SRCS. 

Name:

Name:

Steve Mizech

Title:

Title:

ASST. Supt.

Date:

Date:

6/23/17
