



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 Creative Brain Learning hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: ASES: 01-6010-0-1151-1000-5100-232-5197@ \$137,550 ; 01-6010-0-1151-1000-5800-232-5197 @ \$25,000
ASES: 01-6010-0-1151-1000-5100-230-5197@ \$81,038.18 ; 01-6010-0-1151-1000-5800-230-5197 @ \$25,000

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: ASES Grant

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Approximately 184 students

Approved at Site by*: _____ **Date:** _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** _____ **Date:** _____

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Donna Friedrich/SFP **Phone #:** 707-528-5788
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15, 2018

Proposed Contract End Date: May 31, 2019

Requisition #: n/a

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ **Date:** _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

For Lawrence Cook Middle School & Hilliard Comstock Middle School

- A. District will provide appropriate program facilities, including access to the multi-purpose room, computer lab, library, fields and grounds, and at least two classrooms. Office space will be dedicated for Creative Brain use.
- B. District will identify one district level employee to act as liaison between the district and Creative Brain.
- C. District and Creative Brain will work together on the integration of the after school program with the regular day program as required by the After School Education and Safety Program (ASES) assurances.
- D. Creative Brain will provide healthy snacks to students as required in ASES assurances.
- E. District will be responsible for providing custodial supplies used by the afterschool program students and staff.
- F. District will co-develop indicators for a successful program evaluation with Creative Brain.
- G. District level liaisons and principals will invite Creative Brain staff to accompany School staff at BEST Plus, Restorative Practices, and other behavior management trainings with School and District.
- H. The District in conjunction with Creative Brain will work together in preparing the semi-annual attendance reports and the Annual Outcome-based Data for Evaluation report. The District will prepare the quarterly expenditure reports. All reports will be submitted by the District.
- I. District will invite Management of Creative Brain to meet at least two times at an all Principal's monthly meeting as part of the contract evaluation
- J. If necessary, funds may be held back from Creative Brain to pay for transportation from school to home for the ASES students at Cook.

(b) CONTRACTOR's Responsibilities and Duties:

- A. Creative Brain will provide an ASES program, which meets all assurances of the ASES grant, at Lawrence Cook Middle School and Hilliard Comstock Middle School which includes a student to staff ratio no greater than 20:1.
- B. Creative Brain will provide direct services for up to 71 students daily at Lawrence Cook Middle School and up to 100 students daily at Hilliard Comstock Middle School to meet the requirements for the ASES grant.
- C. Creative Brain and District will work together on the integration of the after school program with the regular day program as required by the After School Education and Safety Program (ASES) assurances.
- D. Creative Brain will provide parent information, registration and communication, including a parent and child orientation.
- F. Creative Brain will establish an Early Release Policy, Late Arrival Policy and develop a sign-in, sign-out procedure that records what time the student leaves the program and with whom to ensure student safety. Daily attending students will be expected to check-in directly upon dismissal with the Creative Brain.
- G. The District in conjunction with Creative Brain will work together in preparing the semi-annual attendance reports and the Annual Outcome-based Data for Evaluation report. The District will prepare the quarterly expenditure reports. All reports will be submitted by the District.
- H. Creative Brain will provide targeted after-school tutoring and homework assistance and enrichment activities from the close of the school day until 6:00 p.m. every school day. Creative Brain will ensure that the program contains a balance of components including educational literacy and enrichment.
- I. Children will participate in structured activities designed to enhance literacy and other academic content areas, communication, and decision making skills. The group leaders will incorporate learning through group instruction.
- I. Creative Brain will co-develop indicators for a successful program evaluation with the District.
- J. Creative Brain will follow the same level of discipline expectations, rules, BEST Plus and Restorative Practices in order to maintain student behavior consistent with the school culture during school hours.

- J.a. Creative Brain will meet monthly with the District's Contract Manager and at least quarterly with each site Principal.
- K. Daily bus transportation home for students participating in the after school program is to be paid for out of the ASES grant, and shall not encroach upon any other SRCS funding sources. Transportation will follow district guidelines for transporting students from school to home. If necessary, funds may be held back from Creative Brain to pay for transportation from school to home for the ASES students at Cook.

For Hilliard Comstock Middle School & Lawrence Cook Middle School:

- For one hundred seventy-six (176) days (Monday-Friday), Creative Brain will provide an ASES program from 2:49 p.m. - 6:00 p.m.
- For one (1) modified day for 6th Grade Orientation, Creative Brain will provide an ASES program from 12:45 p.m. - 6:00 p.m.
- The program will not operate on school holidays and non-student days and May 29-May 31, 2019 for Creative Brain professional development days.
- The last day of the program will be Tuesday, May 28, 2019. Parents will be informed of the last day of the program during the parent orientation meeting and monthly beginning January 2018 through Creative Brain newsletters.
- L. Creative Brain curriculum will incorporate State of California frameworks for Common Core Standards. The Creative Brain will offer programs which incorporate two or more of these standards in 8 week rotations.
- M. Creative Brain will be solely responsible for staff in their employ under this agreement. Creative Brain certifies that staff providing services are adequately trained and prepared. Creative Brain will ensure that all Creative Brain employees meet Santa Rosa City Schools' minimum requirements for the instructional assistant position, save current SCHOOL DISTRICT employees whose compliance requirements will be monitored by District.
- N. Creative Brain will work, in partnership with the site principal, to develop criteria for student selection and will work to recruit these students to the ASES program.
- O. Creative Brain and site principal will confer regarding ASES student attendance and discipline issues and actions, including removal from the program.
- P. Creative Brain will comply with the assurance of meeting with site directors on a regular basis.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2018 and will continue through May 31, 2019 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 \$268,588.18 (Two Hundred Sixty Eight Thousand Five Hundred Eight-Eight & Eighteen cents)

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Lawrence Cook Middle School

- 1) District will reimburse Creative Brain **\$106,038.18** for operating an After School Education and Safety (ASES) program at Lawrence Cook Middle School.
- 2) Total costs of the ASES program at Lawrence Cook Middle School shall not exceed **\$106,038.18**.
- 3) In the event that the ASES grant award from the state is reduced and the District receives less than the amount initially expected, Creative Brain will bill the District for the lesser amount.

Hilliard Comstock Middle School

- 1) District will reimburse Creative Brain, **\$162,550** for operating an After School Education and Safety (ASES) program at Hilliard Comstock Middle School.
- 2) Total costs of the ASES program at Hilliard Comstock Middle School shall not exceed **\$162,550**.
- 3) In the event that the ASES grant award from the state is reduced and the District receives less than the amount initially expected, Creative Brain will bill the District for the lesser amount.

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?):

Creative Brains will use these indicators in concert with the District's goal for students to create & construct a viable argument and has aligned these goals to Sonoma County's Cradle to Career (C2C) goal areas.

Evaluation: There will be two formal evaluation meetings with the manager of the ASES program and management from Creative Brain. The first meeting shall be prior to the last day of the first semester and the second on or before March 1. If areas of improvement are identified Creative Brain shall be given written notice of deficiencies and 30 days to demonstrate corrective action. Failure to do so may result in a notice of termination as noted in section 12. If both evaluations are without deficiencies, then a renewal contract of two-years may be considered dependent on funding available.

Five Key Elements for Positive Youth Development (C2C Goal 3).

1. A safe, positive environment is built throughout the entire Creative Brain.
2. The Creative Brain maintains a focus on FUN for Members of all ages.
3. The Creative Brain encourages the development of supportive relationships, not only between members and caring adults, but peer-to-peer as well.
4. The Creative Brain provides opportunities for all Members to be actively engaged in the Creative Brain Experiences and sets high expectations.
5. The Creative Brain offers recognition for Members, both formally and informally, for their successes and accomplishments.

PRIORITY OUTCOME #1 - Members will achieve Academic Success. (C2C Goal 2 & 4).

1. Creative Brain Members will participate in Power Hour daily. Power Hour Plus will be offered daily for Members needing additional homework support.
2. Creative Brain Members will participate in KidzLit and/or Silent Reading daily.
3. Creative Brain Members will have access to HYLAS (High Yield Learning Activities) daily to practice reading, writing, speaking, math, & scientific inquiry (including My Skills Tutor & Study Island).

PRIORITY OUTCOME #2 - Members will achieve Good Character (C2C Goal 5).

1. Creative Brain staff will recognize 45 youth annually through Youth of the Year program, which culminates in an end of the year family ceremony.
2. Creative Brain Members will participate in at least 2 program wide service projects.

3. Creative Brain Members will participate in at least 1 Leadership and Character development program each year (offered quarterly).

PRIORITY OUTCOME #3 - Members will achieve a Healthy Lifestyle (C2C Goal 5).

1. Creative Brain Members will participate in at least 30 minutes of physical activity daily.
2. Creative Brain Members will participate in at least healthy eating and nutrition program every year (offered quarterly).
3. Creative Brain Members will participate in at least 1 targeted prevention program that addresses high risk behaviors each year (offered quarterly).

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

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

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:	CONTRACTOR:
Santa Rosa City Schools	Creative Brain Learning
211 Ridgway Ave	15790 Prairie Way
Santa Rosa, CA 95401	Riverside, CA 92508
707-528-5381	888-673-2171
dmartin@srcs.k12.ca.us	eseeber2@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 15 DAY OF August, 2018

DISTRICT

By: _____
Signature
Rick Edson

Typed Name
Assistant Superintendent Business Services

Title
707-528-5831

Telephone Number
mmartin@srcs.k12.ca.us

Email Address

CONTRACTOR

By: _____
Signature
Eckart Seeber

Typed Name
Director

Title
888-673-2171

Telephone Number
Eseeber2@gmail.com

Email Address