



**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 Newsela INC., hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** 01 - 0500 - 0 - 1140 - 1000 - 5800 - 249 - H105

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

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

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

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

**Number of Individuals Served:** 10,940

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

**Departmental Approval\*\*:** \_\_\_\_\_ **Date:** 7/17/18

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Lori Fletcher, Curriculum and Instruction **Phone #:** 707-528-5083

Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** 8/1/18 **Proposed Contract End Date:** 6/30/19

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

**BUSINESS SERVICES USE ONLY**

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

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will provide time and space for training, and a list of teachers to be trained. The District will provide the technology to allow student to utilize the program.

(b) CONTRACTOR's Responsibilities and Duties:

Provide online access for students and teachers to our platform. Perform regular customer service for supporting any data integration issues. Provide onsite and online professional development directly to teachers.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 26, 2018, and will continue through August 26, 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 \$101,575.00 Dollars (\$\$101,575.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Failure of the Customer to make use of the Services/Products during the Term of a Contract Year shall not extend Newsela's obligation to deliver those Services/Products beyond the Subscription End Date of that Contract Year. Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. If payment is made by credit card, a 3.0% fee for the convenience of paying through a third party will be applied to the invoice. Service will be suspended at Newsela's discretion if payment is not received by Newsela within thirty (30) days of the date of this Customer Agreement. Failure of the Customer to use the Service/Product shall not relieve Customer of its obligation to pay hereunder. Please note that certain Services/Products are subject to applicable state sales tax. If you wish to claim an exemption, please provide Newsela with a copy of your state sales tax exemption certificate.

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

The District will utilize the reports generated by the program to monitor student growth. The District will provide a survey to the teachers using the program to determine the efficacy of the program at the end of the year.

Utilize the data gathered by the program to monitor growth to support A-G implementation

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.

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. Should this CONTRACT be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR as a result of a merger or acquisition of CONTRACTOR, CONTRACTOR shall notify out the DISTRICT'S prior written consent.

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

**CONTRACTOR:**

Name: Newsela INC.

211 Ridgway Ave

Street: 475 10th Avenue, 4th Floor

Santa Rosa, CA 95401

City/State/Zip: New York New York 10018

United States

707-528-5381

Phone: (646-481-5650)

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

Email: [john.dean@newsela.com](mailto:john.dean@newsela.com) / [help@newsela.com](mailto:help@newsela.com)

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

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

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

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

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

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

**DISTRICT**

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

Rick Edson

Assistant Superintendent

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

**AUTHORIZED SIGNER *or* CONTRACTOR**

DocuSigned by:  
Signature: Chris Mezzatesta  
B4D98E56C6C40430...

Chris Mezzatesta \_\_\_\_\_

Chief Revenue Officer

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

Email: [chris.mezzatesta@newsela.com](mailto:chris.mezzatesta@newsela.com)

707-528-5831

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



# Customer Agreement

Newsela  
475 10th Avenue, 4th Floor  
New York, NY 10018  
United States of America

Customer Agreement No.  
PRO Team Sales Rep:

00039320  
John Dean

Offer Date:

john.dean@newsela.com  
May 18, 2018

To Santa Rosa City Schools (the "Customer")  
211 Ridgway Ave  
Santa Rosa CA 95401-4320  
United States

## Billing Information

Billing Terms: Net 30 Days  
Only fill out if you are not the Billing Contact:  
Billing Contact:  
Billing Contact Title:  
Billing Phone:  
Billing Email:

Term: 365 Days  
Target Start Date: July 1, 2018  
Target End Date: June 30, 2019

## Services/Products (additional detail in Appendix A):

Qty	Product	Line Total
1.00	District Professional Learning Package (2 trainers)	\$17,000.00
11.00	Newsela PRO School License	\$64,175.00
11.00	Power Words	\$20,400.00
Contract Grand Total:		\$101,575.00

The subscription for the Services/Products shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Year"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above and (b) the date on which this Agreement has been executed by the Customer (the "Execution Date"). The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Services/Products during the Term of a Contract Year shall not extend Newsela's obligation to deliver those Services/Products beyond the Subscription End Date of that Contract Year.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. If payment is made by credit card, a 3.0% fee for the convenience of paying through a third party will be applied to the invoice. Service will be suspended at Newsela's discretion if payment is not received by Newsela within thirty (30) days of the date of this Customer Agreement. Failure of the Customer to use the Service/Product shall not relieve Customer of its obligation to pay hereunder. Please note that certain Services/Products are subject to applicable state sales tax. If you wish to claim an exemption, please provide Newsela with a copy of your state sales tax exemption certificate.

**This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.**

**This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.**

**Terms of Use:** <https://newsela.com/pages/terms-of-use/>

**Privacy Policy:** <https://newsela.com/pages/privacy-policy/>

#### **Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

PO Number:

PO Amount: \$

**The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.**

**Authorized Signature:**

**Date of Signature:**

#### **Comment:**

Newsela PRO District License includes:

- Unlimited teacher-student relationships across all schools
- Access to Newsela's entire library of content
- Access to PRO Teacher Resources on all current events articles
- Access to Units, curated content with topic overviews and guiding questions
- Access to student activities to build comprehension and engagement
- Ability to view, grade, and track progress on student assignments
- 24/7 access to on-demand professional learning
- Click-to-chat and click-to-call support at [support.newsela.com](mailto:support.newsela.com)
- District Binder access for select colleagues in the district

Power Words License:

- Students build word strength with 10 low-stakes vocabulary activities
- Students have a place to keep track of words they are working on and have encountered, called the "Word Wall"
- Newsela delivers personalized recommendations for further reading based on students' Power Words activity
- Teachers can monitor individual word acquisition and progress against a yearly goal in their Teacher Binder

PD Package will be customized for you via planning call as soon as an approved quote is received. Specific PD dates can be confirmed after an approved quote is received.

## **Appendix A**

Newsela

Registered Office: 475 10<sup>th</sup> Ave, 4<sup>th</sup> Floor, New York NY 10018. United States of America

Qty	School	Product
1	Santa Rosa Middle School	Newsela PRO School License
1	Santa Rosa Middle School	Power Words
1	Lawrence Cook Middle School	Newsela PRO School License
1	Lawrence Cook Middle School	Power Words
1	Piner High School	Newsela PRO School License
1	Piner High School	Power Words
1	Elsie Allen High School	Newsela PRO School License
1	Elsie Allen High School	Power Words
1	Herbert Slater Middle School	Newsela PRO School License
1	Herbert Slater Middle School	Power Words
1	Hilliard Comstock Middle School	Newsela PRO School License
1	Hilliard Comstock Middle School	Power Words
1	Maria Carrillo High School	Newsela PRO School License
1	Maria Carrillo High School	Power Words
1	Montgomery High School	Newsela PRO School License
1	Montgomery High School	Power Words
1	Santa Rosa City Schools	District Professional Learning Package (2 trainers)
1	Santa Rosa High School	Newsela PRO School License
1	Santa Rosa High School	Power Words
1	Rincon Valley Middle School	Newsela PRO School License
1	Rincon Valley Middle School	Power Words
1	Ridgway High (Cont.)	Newsela PRO School License
1	Ridgway High (Cont.)	Power Words



## 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 Sonoma County Office of Education (SCOE), hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

#### Check one of the following:

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

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source:

01-0500-0-1140-1000-5800-249-4105

Funding Category:

☐ Base ☒ Supplemental ☐ Concentration

☐ Restricted:

☐ Other:

For Billing (if applicable):

☐ Bill to:

Billing frequency:

Contract is:

☒ New

☐ Renewal

☐ Addendum

☐ Amendment

Number of Individuals Served: Up to 20 secondary science teachers

Approved at Site by\*:

Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*:

Date:

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Rani Goyal, C&I, 7-12 Phone #: (707) 528-5755

Name of SRCS employee AND dept. or school site

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

Requisition #:

### BUSINESS SERVICES USE ONLY

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

Funding Source /Funding Category verified: ☐ YES ☐ NO

Board Approval Date:

Verified by:

Date:

Fiscal Services Authorizer

LAST REVISED ON 4-5-17



1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will:

- Coordinate dates for services with the SCOE main contact listed on this agreement.
- Coordinate and provide room(s)/facilities for trainings as necessary.
- Publicize all workshops/events and schedule teachers' attendance when required.
- Provide substitutes for teachers as needed to participate in services.
- Coordinate and pay stipends as required for non-release work by district personnel.
- Reimburse SCOE for services and materials totaling \$4800 at the completion of service reconciliation and no later than June 1, 2019.

(b) CONTRACTOR's Responsibilities and Duties:

Schedule the services of the following SCOE employees (*note: substitutions will be made as needed at SCOE's discretion*):

- Josh Deis

Above named employee(s) will:

- Provide facilitation for 2 cycles of Lesson Study to middle school science teachers
  - Each cycle will include a separate set of teachers. One cycle will take place in the first semester and one will take place the second semester.
  - The focus of the Lesson Study will be to look at what a NGSS lesson looks like.
    - The study will include both a NGSS content Lens and a Equity Lens
    - Anna Van Dordrecht , SCOE's Science Coordinator, will provide input and feedback to the group throughout the process.

Invoice SRCS for services and materials totaling \$4800 at the time of agreement execution.

Weekday Full Day (5-8hours) \$600

Dates for lesson study:

- **Cohort 1:**
  - 9/26/18; 10/30/18; 11/6/18;11/29/18;
- **Cohort 2**
  - 1/30/19; 2/27/19; 3/13/19; 4/3/19

**SEE ATTACHED**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through June 30, 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 Four Thousand Eight Hundred Dollars (\$4800.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice SRCS for services and materials totaling \$4800 at the time of agreement execution.

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

Teachers in the lesson study will become more familiar with NGSS and creating NGSS lessons so that students experience the many facets of the Next Generation Science Standards to be college and career ready. Each cohort will develop a model lesson plan to use as a template for future lessons.

Review and evaluate NGSS lesson plans and templates created through lesson study and review and assess program outcome data and SBAC scores in Science.

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

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

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

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

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

**CONTRACTOR:**

Name: Sonoma County Office of Education

Street: 5340 Skylane Boulevard

City/State/Zip: Santa Rosa, CA 95403

Phone: (707) 522 - 3151

Email: tbeiden@scoe.org

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

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

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

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

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

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

**DISTRICT**

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

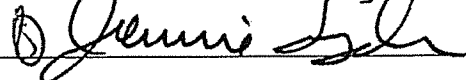
Rick Edson

Assistant Superintendent

mmartin@srcs.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: 

Print Name: Jennie Snyder

Title: Deputy Superintendent

Email: jsnyder@scoe.org

Phone: 707-524-2786

**CUSTOM SERVICES AGREEMENT****BETWEEN****SONOMA COUNTY OFFICE OF EDUCATION (SCOE) & SANTA ROSA CITY SCHOOLS (SRCS)**
**Sonoma County**  
 Office of Education
**Time Frame and Terms**

The timeframe for agreement shall be the 2018-19 school year. This agreement shall be in effect from July 1, 2018 through June 30, 2019. This agreement may be revised or terminated by either party upon 45 days written notice. Cancellation requests made by the LEA 45 days or less from the first date of scheduled service will result in a cancellation fee of 20% of the total cost of planned services.

**Dates of Service and Fee Structure**

Type of Service	Fee	# of Days	Dates	# of Providers	Cost (FeexDaysxProviders)
Weekday Full Day (5-8hours)	\$600	8	9/26/18; 10/30/18; 11/6/18; 11/29/18; 1/30/19; 2/27/19; 3/13/19; 4/3/19	1	\$4800
Weekday Partial Day (2-4 hours)	\$400				
Weekday Partial Day (2 hours)	\$250				
Weekend Full Day (5-8hours)	\$700				
Weekend Partial Day (4 hours)	\$500				
Parent Education Evening (1-2 hours)	\$200				
SubTotal					\$4800
The above cost is inclusive of preparation time, mileage, and most materials excluding those listed below.					
Materials			Cost of Material Per Attendee	# of Attendees	Cost (Cost x Attendees)
Title of materials			\$		\$0
Weekday: Minimum of 2 hours Weekend: Minimum of 4 hours				Total Cost (Service and Materials)	\$4800

**Agreements****Sonoma County Office of Education will:**

- Schedule the services of the following SCOE employees (*note: substitutions will be made as needed at SCOE's discretion*):
  - Josh Deis
 Above named employee(s) will:
  - Provide facilitation for 2 cycles of Lesson Study to middle school science teachers
    - Each cycle will include a separate set of teachers. One cycle will take place in the first semester and one will take place the second semester.
    - The focus of the Lesson Study will be to look at what a NGSS lesson looks like.
      - The study will include both a NGSS content Lens and a Equity Lens
      - Anna Van Dordrecht, SCOE's Science Coordinator, will provide input and feedback to the group throughout the process.
- Invoice SRCS for services and materials totaling \$4800 at the time of agreement execution.

**LEA will:**

- Coordinate dates for services with the SCOE main contact listed on this agreement.
- Coordinate and provide room(s)/facilities for trainings as necessary.
- Publicize all workshops/events and schedule teachers' attendance when required.
- Provide substitutes for teachers as needed to participate in services.
- Coordinate and pay stipends as required for non-release work by district personnel.
- Reimburse SCOE for services and materials totaling \$4800 at the completion of service reconciliation and no later than June 1, 2019.

**Signatures**

In witness whereof, this agreement has been executed by the parties hereto:

\_\_\_\_\_  
 Jennie Snyder, Deputy Supt.  
 Sonoma County Office of Education

\_\_\_\_\_  
 Rani Goyal, Director Curriculum and Instruction  
 Santa Rosa City School





## 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 Bay Area Writing Project (BAWP), hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

#### Check one of the following:

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

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source:

01 0500 0 1140 1000 5880 249 #105  
01 - 0500 - 0 - 1140 - 1000 - 5180 - 249 - #105

Funding Category:

☐ Base ☒ Supplemental ☐ Concentration

☐ Restricted:

☐ Other:

For Billing (if applicable):

☐ Bill to:

Billing frequency:

Contract is:

☐ New

☒ Renewal

☐ Addendum

☐ Amendment

Number of Individuals Served: English Language Arts Teachers, grades 6 - 12

Approved at Site by\*:

Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*:

Date:

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Rani Goyal, Curriculum and Instruction, 7 - 12 Phone #: (707) 528 - 5755

Name of SRCS employee AND dept. or school site

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

Requisition #:

### BUSINESS SERVICES USE ONLY

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

Funding Source /Funding Category verified: ☐ YES ☐ NO

Board Approval Date:

Verified by:

Date:

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Workshops will take place at:

Santa Rosa City Schools District Office, 211 Ridgway Ave, Santa Rosa, CA 95401

Santa Rosa City Schools will reproduce handouts in time for workshops as long as consultants send master copies by pre-arranged deadline. If deadlines not met, consultants will provide handouts on their own.

SRCS will pay extended day pay for teachers for Saturday and after school sessions and will provide for substitutes during the school day. Each session is designed for up to 25 teachers.

(b) CONTRACTOR's Responsibilities and Duties:

The Bay Area Writing Project will provide professional development in 2018 - 2019 for English language arts, history and other secondary teachers in grades 6-12. Fall and Spring series are offered for new cohorts of teachers who would like to join the growing cadre of SRCS teachers trained by BAWP in effective approaches for addressing the language needs of all students.

Schedule and location for series. Workshops will take place at the Santa Rosa City Schools District Office, 211 Ridgway Ave, Santa Rosa, CA 95401.

Scope of work and training dates:

**Three all-day workshops** targeting ELA, HSS and other secondary teachers 6-12

- October 25
- January 24
- March 7

**Four Saturday workshops** targeting ELA, HSS and other secondary teachers 6-12 October 27

- December 1
- January 26
- March 9

**One Spring Cohort** targeting ELA, HSS and other secondary teachers 6-12

- February 21
- February 23
- March 5-6
- March 30
- April 18 (final after school meeting 3:45-5:45—paid at Extended Day pay rate)

**Two presenters for Professional Development Day** targeting ELA, HSS and other secondary teachers 6-12 in 3 2-hour workshops

- April 11

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through June 30, 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 Forty Two Thousand Dollars (\$42,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Upon completion of work in June 2019, an invoice for \$42,000 will be mailed to the District by BAWP.

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?):

A genre study approach to addressing English academic fluency includes:

- Genres and genre awareness for teaching different kinds of academic discourse
- Principles of daily practice, including engagement and the integration of reading, writing, speaking, and listening
- Linguistic mining of academic texts for identifying relevant sentence and language patterns
- Teaching stylistic choices students can make as they compose their own texts
- Modes of response, grammar triage, and response to student work

Lesson Study. BAWP will provide on-going coaching and support for BAWP-trained, district instructional coaches' to lead peer observation protocols for lesson implementation. Protocols include district colleagues taking part in pre- and post-observation discussions and spending time analyzing student work. Review of student work also results in lesson refinement for revised teaching.

Overall Program Objectives:

- Increase understanding of key features of academic language and literacy demands in the context of academic genres.
- Expand teacher repertoire of effective instructional strategies for improving writing.
- Engage teachers in inquiry around how to integrate language instruction into content and support a collaborative model (lesson study) to improve instruction.
- Improve instructional coaches' ability to support teachers, facilitate discussions, and bring new strategies to school sites.

Professional development is provided by experienced BAWP teacher consultants who have research-based and classroom-proven practices in the teaching of writing

Secondary teachers will be provided training in the writing process to support students in improving literacy skills and review and evaluate student writing samples pre and post training; EL reclassification statistics. This service is intended to assist with the increase of the EL reclassification rate by 5% across grade spans 7-8 and 9-12.

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

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

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole

negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

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

- (f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall

not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.”  
[Required if Professional Services is checked on first page]

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

**CONTRACTOR:**

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

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

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

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

nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

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

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

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

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

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

**DISTRICT**

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

Rick Edson

Assistant Superintendent

mmartin@sres.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

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

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

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





## 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 Callahan Consulting, Inc. hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

#### Check one of the following:

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

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5880-249-H105 \$25,000  
01-0500-0-1140-1000-5180-249-H105-\$17,000

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration

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

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: SRCS District-wide Math - Secondary

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 7/17/18

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Rani Goyal, Curriculum & Instruction Phone #: 528-5755

Name of SRCS employee AND dept. or school site

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

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

### BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ 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: \_\_\_\_\_

Andre R. Bell, Assistant Superintendent, Business Services

LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Coordinate with Callahan Consulting to design and plan various professional development workshops for administrators and counselors to understand the DMDA, the data, and how this informs instruction to develop a school wide action plan.
- Coordinate and provide room(s)/facilities for trainings as necessary.
- Determine meetings dates and times for counselors and administrators to participate in workshops.
- Recruit teachers for DMDA workshops and promote
- Provide audio-visual equipment, workshop supplies and duplicating services for workshop documents.
- Provide substitutes for teachers as needed to participate in workshops.

(b) CONTRACTOR's Responsibilities and Duties:

Coordinate with the Santa Rosa City Schools Director of Curriculum & Instruction for Math, Science and ELA to design, prepare and deliver professional development workshops to counselors and principals regarding the DMDA and how the information can be used to support student learning and create school wide action plans.

Conduct professional development workshops to math teachers in grades 7 - 12, as part of the "Assessment" and "Site-based" projects to support the DMDA. Work to include development of a third DMDA for sophomores, revising DMDA 1 and 2, grading DMDA 1, 2, 3 and meeting with sites to develop an understanding of the DMDA and then understanding of the data

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through June 30, 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 Forty Two Thousand Dollars (\$42,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The CONTRACTOR will invoice quarterly upon completion of delivery of professional development and support as described above. Each day of professional development will be invoiced at \$3,500 per day, including travel and expenses. Total number of days invoiced over the term of the contract will not exceed *12 days*.

The total contract costs includes reimbursement for costs related to additional support for scoring, meeting with department chairs, and other needs that arise.

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?):

- Revision of DMDA 1 and DMDA 2
- Development of DMDA 3
- Grading of DMDAs
- Meeting with site admin teams to create a deeper understanding of the DMDA, math practices and impact on student learning to create school wide action plans to improve student achievement

Assess, review and report on provided data, at a minimum annually, to assess the districts' mathematics program in coordination with the implementation of A-G.

This service is intended to assist with the increase the number of 11th grade students scoring Above standard in math by 5% as measured by SBAC Test data for Latino, African- American, English Learners, Low Income, and Students with Disabilities. Will increase for all 11th grade students by 3%.

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

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

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

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

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

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

10. Indemnification:

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

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

**CONTRACTOR:**

Callahan Consulting, Inc.

441 B Avenue

Coronado, CA 92118

619-246-5435

Callahan.web@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 23 DAY OF June, 2017.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

Rick Edson

Print Name: Patrick Callahan

Assistant Superintendent, Business Services

Title: President & CEO

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

Email: [Callahan.web@gmail.com](mailto:Callahan.web@gmail.com)

707-528-5831

Phone: 619-246-5435





## 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 Jessica Balli Consulting hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

#### Check one of the following:

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

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

**Funding Source:** 01 - 0500 - 0 - 1140 - 1000 - 5880 - 249 - H105 - \$25,000  
01- 0500 - 0 - 1140 - 1000 - 5180 - 249 - H105 - \$17,000

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

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

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

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

**Number of Individuals Served:** SRCS District-wide Math - Secondary

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

**Departmental Approval\*\*:** \_\_\_\_\_ Date: 7/17/18

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Rani Goyal, Curriculum & Instruction 7-12  
Name of SRCS employee AND dept. or school site

**Phone #:** 528-5755

**Proposed Contract Start Date:** August 1, 2018 **Proposed Contract End Date:** December 31, 2018

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

### BUSINESS SERVICES USE ONLY

**Verified Receipt of:** ☐ Insurance(s) ☐ 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:** \_\_\_\_\_  
Rick Edson, Assistant Superintendent, Business Services **LAST REVISED ON 11-22-16**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Coordinate with Jessica Balli Consulting to design and plan various professional development workshops for secondary math teachers.
- Coordinate and provide room(s)/facilities for trainings as necessary.
- Recruit teachers for instructional strategy workshops/lesson design and promote
- Provide audio-visual equipment, workshop supplies and duplicating services for workshop documents.
- Provide substitutes for teachers as needed to participate in workshops.

(b) CONTRACTOR's Responsibilities and Duties:

Coordinate with the Santa Rosa City Schools Director of Curriculum & Instruction for Math, Science, and ELA to design, prepare and deliver professional development workshops for secondary math teachers.

Select four NCTM Mathematics Teaching Practices to focus on during the 2018-19 school year (one to two per semester)

- Select instructional practices, structures, and routines that align to the chosen Mathematics Teaching Practice to support teacher and student success;
- Provide coaching support for secondary school math teachers that focuses on the implementation of highlighted instructional practices, structures, and routines, as well as selected mathematical modeling tasks and other activities;
- Design engaging, authentic lessons and activities that meet the needs of all students.
- Coaching support for math teachers at a site will occur during a 2-day span and occur approximately once per month. This work will be focused on planning learning opportunities for students. For example:
  - Thursday, August 30: Jessica will meet with participating math teachers during a release day to participate in professional development and design lessons and activities based on selected goals;
  - Friday, August 31: Jessica to co-teach/observe participating teachers during the selected period and debrief during their conference period if possible;
  - Wednesday, September 12: Jessica to co-teach/observe participating teaches during the selected period and debrief during their conference period if possible;
  - This cycle would begin again on Monday, September 24.
- Instructional support for all secondary math teachers as grade level teams and/or the math department as a whole will occur once per month (twice per quarter, four times per semester).

**SEE ATTACHED**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through December 31, 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 Forty-Two Thousand Dollars (\$42,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The CONTRACTOR will invoice quarterly upon completion of delivery of professional development and support as described above.

The total contract costs includes reimbursement for costs related to additional support for scoring, meeting with department chairs, and other needs that arise.

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?):

Pre-Lesson Coaching sessions will take place during a release day (subs required);  
Co-teacher lesson and debrief;  
Lesson plans developed around teaching practices;  
Look at data of cohort teachers  
Assess, review and report on provided data, at a minimum annually, to assess the districts' mathematics program in coordination with the implementation of A-G.  
This service is intended to assist with the increase the number of 11th grade students scoring Above standard in math by 5% as measured by SBAC Test data for Latino, African- American, English Learners, Low Income, and Students with Disabilities. Will increase for all 11th grade students by 3%.

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

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

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.
7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.
8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.
10. Indemnification:
- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
  - (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.
11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:
- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR,

CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

**CONTRACTOR:**

Jessica Balli Consulting

441 B Avenue

Coronado, CA 92118

(707) 888-8856

[balli.jessica83@gmail.com](mailto:balli.jessica83@gmail.com)

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

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

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a

contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_June\_\_\_\_, 2018.

**DISTRICT**

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


Rick Edson

Assistant Superintendent, Business Services

dmartin@srcs.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: 

Print Name: Jessica Balli

Title: Math Education Consultant

Email: balli.jessica83@gmail.com

Phone: (707) 888-8856



# ***DRAFT Proposal: High Leverage Mathematics Instruction, A Comprehensive Plan for Support Through Instructional Coaching***

## **Santa Rosa City Schools: Santa Rosa, California**

Jessica Balli Consulting has experience both nationally and internationally evaluating, supporting, and improving school systems in the area of mathematics. This proposal outlines a professional development plan for secondary mathematics teachers in the Santa Rosa City Schools district (SRCS) during the 2018-19 school year.

Jessica Balli is a former high school math teacher, a full-time consultant, and has experience working with secondary math teachers in SCRS as both a consultant and a Teacher on Special Assignment (TOSA). Jessica has extensive knowledge of the Common Core State Standards in mathematics, Smarter Balanced assessments, and effective instructional strategies.

**Overarching Goal:** Increase student achievement, engagement, and confidence in secondary mathematics courses through supporting teachers in their use of innovative, engaging instructional strategies.

SRCS has undergone several changes in mathematics over the last few years. 2018-19 will be the first year of a three year roll-out plan to implement and transition to an integrated pathway as opposed to a traditional course sequence. Secondly, SRCS recently changed graduation requirements to align with University of California's a-g courses. These changes have resulted in mathematics classes being heterogeneous and mixed ability. Furthermore, teachers will need support in implementing and refining a variety of instructional strategies to support the needs of all students. For these reasons, participating teachers will be those that are teaching Integrated Math 1.

**Theory of Action:** Students will be more engaged, gain confidence, and grow in their mathematical achievement through the levers of high quality curriculum, proven effective instructional strategies, and ongoing formative assessments to inform instruction. These levers need to become routine, frequent, and incrementally improving. This proposal will focus on monthly support in the form of instructional coaching and co-teaching.

We propose this work be done using a balance of release time for professional development and in-class instructional coaching and co-teaching. For example, during a release day, teachers may learn about the instructional routine Recognizing Repetition (see Kelemanic, Lucenta, and Creighton's book: [Routines for Reasoning](#)) by reading about the routine and practicing it as both students and teachers in a professional development setting. Following this release day, teachers will implement this instructional routine with the support of Jessica. Jessica and each individual teacher will

establish agreed upon goals and roles prior to the lesson and will debrief either in person or remotely afterwards.

Below is a brief description of each day in the two day cycle:

Day One	Day Two
Secondary math teachers are released for professional development led by Jessica Balli. Content of the training will focus on effective, research-based instructional strategies. Teachers will work collaboratively to design lessons based on these instructional strategies. <i>Subs needed for each teacher participating.</i>	Jessica will observe, co-teach, and model lessons designed during the Day 1 session. Jessica will provide real-time instructional coaching as teachers implement new instructional practices. Teachers will debrief with Jessica to discuss successes, challenges, and additional questions. <i>No subs needed.</i>

#### **Schedule and Scale:**

Because this work focuses on providing individualized instructional support, it is important to consider an appropriate scale. The number of teachers receiving instructional coaching will be 15. We propose that Jessica supports five teachers from three high school sites.

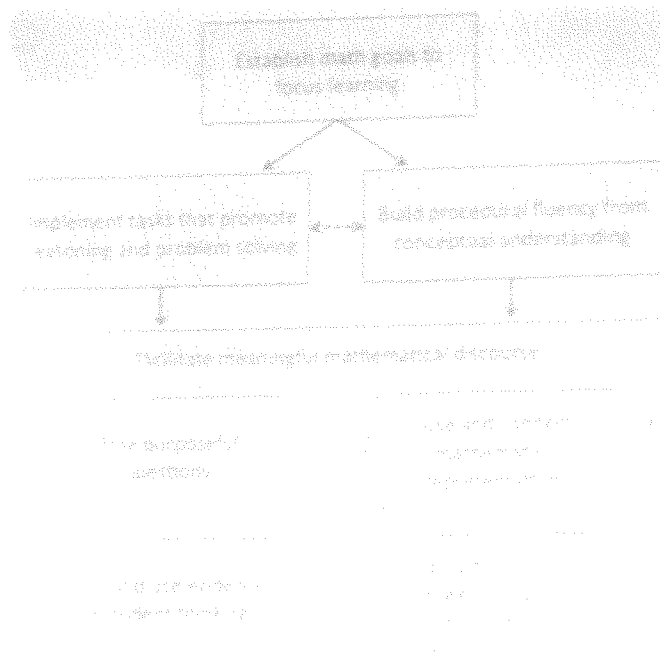
*For example:*

<b>Maria Carrillo High School</b>	<b>Montgomery High School</b>	<b>Piner High School</b>
Brittany Geddes	Jim LaFrance	Zach Alexander
Austin Norris	Ted Seche	Joe Mills
Holly Hunter	John Malsthed	Michael Papiak
Diane Holly	Jim Holland	John Williams
Carol Abramson	Alex Connor	Ed Webber

#### **Establishing Instructional Goals:**

Jessica will work with teachers to establish their instructional goals. This work will be grounded in Jo Boaler's research on growth mindset, NCTM's Principles to Actions, and SRCS's LCAP Goal #1 (provide a coherent, rigorous and relevant teaching and learning program to graduate college and career ready students). Jessica will:

- Help teachers select 2-4 NCTM Mathematics Teaching Practices (see below) to focus on during the 2018-19 school year (one-two per semester);



*Note: Of the 8 Practices, we recommend teachers choose to focus on Pose Purposeful Questions, Elicit and Use Evidence of Student Thinking, Use and Connect Mathematical Representations, and Support Productive Struggle in Learning Mathematics for the 2018-19 school year.*

- Select and share instructional practices, structures, and routines that align to the chosen Mathematics Teaching Practice to support teacher and student success and help develop and foster a growth mindset in mathematics;
- Provide coaching support for a small cohort of secondary math teachers that focuses on the implementation of highlighted instructional practices, structures, and routines;
- Support teachers in the design of engaging, authentic lessons and activities that meet the needs of all students and provide opportunities for students to engage in the Standards for Mathematical Practices.

#### **Potential Dates:**

- Monday, August 27 (Day for initial observations/walk-throughs)
- Thursday, August 30 (Release day for PD)
- Friday, August 31 (Co-teaching day)
- Wednesday, September 12 (Co-teaching day)
- Monday, September 24 (Release day for PO)
- Thursday, September 27 (Co-teaching day)
- Friday, September 28 (Co-teaching day)
- Monday, October 22 (Release day for PO)
- Thursday, October 25 (Co-teaching day)
- Friday, October 26 (Co-teaching day)
- Wednesday, November 28 (Co-teaching day)
- Thursday, November 29 (Co-teaching day)

*Note: These days align to the secondary mathematics department meetings whenever possible*

**The Scope and Implementation of the proposed plan could be as follows:**

Twelve days of work during first semester of the 2018-19 school year:

- Cycle 1: August 27, 30, 31, & September 12
- Cycle 2: September 24, 27, & 28
- Cycle 3: October 22, 25, & 26
- Cycle 4: November 28 & 29

	Walk Throughs	Release Day	Co-Teaching	
Semester 1  August September October November	Monday August 27	Thursday August 30 <i>All Teachers</i>	Friday August 31 <i>MCHS/MHS Teachers</i>	Wednesday September 12 <i>PHS Teachers</i>
	Monday September 24 <i>All Teachers</i>	Thursday September 27 <i>MCHS/MHS Teachers</i>	Friday September 28 <i>PHS Teachers</i>	
	Monday October 22 <i>All Teachers</i>	Thursday October 25 <i>PHS Teachers</i>	Friday October 26 <i>MCHS/MHS</i>	
	Wednesday November 28 <i>PHS Teachers</i>	Thursday November 29 <i>MCHS/MHS Teachers</i>		

**Notes:**

- Teachers would need substitutes on any date listed as "Release Day" (yellow), but not on dates listed "Co-Teaching" (blue). Release Days occur on various days of the week to avoid teachers needing subs for the same classes each cycle. Release days were selected to avoid Mondays and Fridays whenever possible.
- Some cycles are of the form Release Day followed immediately by Co-Teaching Day. Other cycles include days in between.
- The sites that are supported during the Co-Teaching days are flexible.

If you have questions or comments, please contact Jessica Balli at [balli.jessica83@gmail.com](mailto:balli.jessica83@gmail.com) or (707) 888-8856.



**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 Carnegie Learning, Inc., hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

Funding Source: 01-0500-0-1140-1000-5880 249-H105

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

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

Contract is: ☒ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Up to 10 teachers

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 7/17/18

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Rani Goyal, Curriculum & Instruction Phone #: 707-528-5755

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 1, 2018 Proposed Contract End Date: April 30, 2019

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

**BUSINESS SERVICES USE ONLY**

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

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will provide:

- Coordinate and provide room(s)/facilities for training as necessary.
- Publicize and recruit teachers to participate in the pilot and training.
- Provide audio-visual equipment, workshop supplies and duplicating services for training documents.
- Provide substitutes for teachers as needed to participate in workshops
- Release day for teachers for training and set up of classes on MATHia (sometime between Sept. 17 - Oct. 5, 2018)

(b) CONTRACTOR's Responsibilities and Duties:

Carnegie Learning will provide:

- No less than a 3 hour and not more than 7 hours training necessary for teacher
- implementation (to occur within the timeframe of Sept. 17 - Oct. 5, 2018) .
- On-going In-Classroom Support through the pilot period (Oct. 13 - Dec. 21, 2018)
  - See Each School 3 times in Pilot (2x upfront and 1x in week 5 or 6)
  - Online Office Hours (no cost)
  - MyPL App (no cost)
  - Long + Live + MATH Pledge (no cost)
- Licenses up to 10 teachers and their students (no more than 1600 total students) to use through the pilot period of one, nine week session

**SEE ATTACHED**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 1, 2018, and will continue through April 30, 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 Seventeen Thousand Five Hundred Dollars (\$ 17,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- Delivery of professional development for one day prior to implementation.
- Personalized in class support including instructional strategies and modeling three times for each MATHia pilot teacher during the nine-week pilot
- Access to MATHia for the duration of the pilot (one, nine week period).

Bill as delivered (after one day training, at end of pilot period)

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?):

Software Data: We can send District, School, Class, and Student Detail Reports to District throughout the Pilot

PD Data: We seek to keep all stakeholders informed on progress and growth related to Professional Development.

Review and assess data provided through student use. Use outcomes to determine feasibility of larger implementation in future years.

This service is intended to assist with the increase the number of 11th grade students scoring Above standard in math by 5% as measured by SBAC Test data for Latino, African- American, English Learners, Low Income, and Students with Disabilities. Will increase for all 11th grade students by 3%.

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

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

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

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

☐ Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## 12. Termination:

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

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

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to

the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

**CONTRACTOR:**

Name: Carnegie Learning

Street: 501 Grant St Ste 1075

City/State/Zip: Pittsburgh, PA 15219

707-528-5381

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

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

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

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

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

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

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

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

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

**DISTRICT**

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

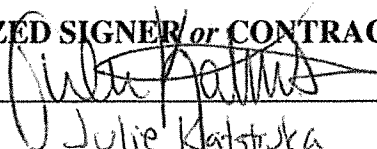
Rick Edson

Assistant Superintendent

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

707-528-5831

**AUTHORIZED SIGNER ~~or~~ CONTRACTOR**

Signature: 

Print Name: Julie Katstruka

Title: CFO

Email: [jkatstruka@comsiplearning.com](mailto:jkatstruka@comsiplearning.com)

Phone: 415-246-2733



## 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 NWEA hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

**Check one of the following:**

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

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

**Funding Source:** 01 0500 0 1140 1000 4312 249 #105 - \$10,775  
01 - 0500 - 0 - 1140 - 1000 - 5800 - 249 - #105 \$ 7,112.50

**Funding Category:** ☐ Base ☒ Supplemental ☐ Concentration  
☐ Restricted: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

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

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

**Number of Individuals Served:** up to 80 secondary science teachers

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

**Departmental Approval\*\*:** \_\_\_\_\_ Date: 7/17/11  
 \*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Rani Goyal C&I 7 - 12 **Phone #:** (707) 528 - 5755  
 Name of SRCS employee AND dept. or school site

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

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

### BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable  
 Funding Source /Funding Category verified: ☐ YES ☐ NO **Board Approval Date:** \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Fiscal Services Authorizer LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will:

- Coordinate dates for services with the NWEA main contact listed on this agreement.
- Coordinate and provide room(s)/facilities for trainings as necessary.
- Publicize all workshops/events and schedule teachers' attendance when required.
- Provide substitutes or extended pay for teachers as needed to participate in services.
- Reimburse NWEA for services and materials totaling \$17,887.50 at the completion of service reconciliation and no later than June 30, 2019.

(b) CONTRACTOR's Responsibilities and Duties:

NWEA will:

1. Provide 900 licenses (the "Services") under the district umbrella so there is flexibility of moving licenses to different schools
2. Provide MAP Growth [Grades K-12] (**Math, Reading and Language**) bundle at \$13.50 per license for all three assessments.
3. Provide NGSS Science at \$2.50 per license for 450 licenses
4. Provide Spanish Math \$2.50 for 45 licenses
5. Provide Spanish Reading (\$1.50) but, there will be no cost to the district for this pilot period.
6. A one-time fee of \$1000 contains three parts, an assigned implementation coordinator to assist in set-up of your account, rostering of students and guidance through your first test cycle. Second is access to our online Professional Learning Portal that gives you access to our online course training videos and workshops. This provides a continued resource for product training. Third is an assigned Account Manager. The Account Manager is there to help with questions and support as long as you are a partner. Not only do you have access to our support line 877-469-3287, but also to an Account Manager that can help with more in-depth questions around planning and data usage.
7. Also included are 10 licenses for our K-2 Assessment. This includes access to MAP Growth K-2 (MAPK-2) and MAP growth 3-12 (MAPG) assessments. MAPK-2 and MAPG licenses can be mixed and matched at no extra cost. This will not affect usage or licensing. These licenses are separated on the quote so that the office will add all the assessments to your implementation.
8. The onsite training at a cost of \$3500 per 6-hour day (or two 3-hour sessions)(the "Training").

**SEE ATTACHED SCHEDULE As WITH QUOTE NUMBERS 00005954 AND 00005955 WHICH ARE INCORPORATED HEREIN BY REFERENCE.** In addition to the terms herein, the Services are subject to the Master Subscription Agreement (the "MSA") which is located at <https://legal.nwea.org/us-master-subscription-agreement.html> and incorporated herein by reference. In the event of a conflict between the MSA and this Service Contract, this Service Contract shall prevail.

The outcome data provides readiness information for teachers to develop learning paths for students. Secondary teachers will be provided training in the writing process to support students in improving literacy skills and review and evaluate student writing samples pre and post training; EL reclassification statistics. This service is intended to assist with the increase of scores for all students on statewide standardized tests, ELA and Math, will increase district-wide by 3%.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through June 30, 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 Seventeen Thousand Eight Hundred and Eight-seven Dollars and Fifty Cents (\$17,887.50). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice SRCS for services totaling \$3,500.00 at the time of agreement execution for professional development. The remainder invoiced at completion of agreement.

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

Teachers in this pilot study will be able to document what students know, what they are ready for and what they need further instruction with through the use of MAP Growth assessments. Teachers can then develop learning plans for individual students or as a whole class to support student learning.

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) Subject to the limits in the amount and types of insurance coverage required pursuant to Section 11 of this Agreement, CONTRACTOR shall indemnify and hold DISTRICT harmless for any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, awarded for personal injury, including death, or damage to real or personal property of DISTRICT to the extent proximately caused by an employee or agent of CONTRACTOR on DISTRICT's premises, or resulting from CONTRACTOR's negligence, willful misconduct, or fraud. CONTRACTOR's indemnification herein shall be in addition to the Indemnification by NWEA set forth in Section 21.2 of the MSA and shall be excluded from the Limitation of Liability, set forth in Section 20 of the MSA. 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) Except as otherwise limited by the MSA, 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 in the event CONTRACTOR or CONTRACTOR'S employees have direct contact with DISTRICT'S students, that CONTRACTOR and CONTRACTOR'S employees will be subject to the fingerprinting requirements of Education Code section 45125.1 and that, in such event, 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: With respect to the Training, 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. With respect to the Services, DISTRICT agrees that the Services are licensed and not sold to DISTRICT and that CONTRACTOR retains ownership of such Services in accordance with Section 4 (Ownership) of the MSA.

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

**CONTRACTOR:**

Name: NWEA

Street: 121 NW Everett Street

City/State/Zip: Portland, OR 97209

Phone: 503-624-1951

Email: scott.coffee.nwea.org

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

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

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

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

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

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

**DISTRICT**

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

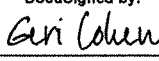
Rick Edson

Assistant Superintendent

mmartin@sres.k12.ca.us

707-528-5831

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: DocuSigned by: 

Print Name: 9EE11DZ374704BD... Geri Cohen

Title: CFO

Email: business.operations@nwea.org

Phone: 503-624-1951



Measuring What Matters™

### Schedule A

Company Address: 121 NW Everett Street  
Portland, OR 97209

License Start Date: 08/01/2018  
License End Date: 07/31/2019

Prepared By: Scott Coffee  
Phone:  
Email: scott.coffee@nwea.org

Bill To Name: Santa Rosa City School  
District  
Bill To Address: 211 Ridgway Avenue  
Santa Rosa, CA 95401

Created Date: 06/05/2018

Quote Number: 00005954

Partner ID:

Contact Name: Rani Goyal  
Phone: (707) 528-5755  
Email: rgoyal@srcs.k12.ca.us

Ship To Name: Santa Rosa City School District  
Ship To Address: , CA

Product	Sales Price	Quantity	Total Price
Applying Reports Workshop	\$3,500.00	1	\$3,500.00
Grand Total			\$3,500.00

### Notes

1. Available On-site training dates fill up quickly, so it is important to schedule as soon as possible (We are only able to hold dates if we have received a signed schedule A) training's can be a full day six hour training up to 40 participants, or it can be broken into two three-hour sessions with up to 40 participants in each session. 2. On-site Training day is requested for August 10th

### Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

Information about NWEA's collection, use, and disclosure of Student Information can be found here:  
<https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

### Signature

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

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

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

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



Measuring What Matters™

### Schedule A

Company Address: 121 NW Everett Street  
Portland, OR 97209

License Start Date: 08/01/2018  
License End Date: 07/31/2019

Prepared By: Scott Coffee  
Phone:  
Email: scott.coffee@nwea.org

Bill To Name: Santa Rosa City School  
District  
Bill To Address: 211 Ridgway Avenue  
Santa Rosa, CA 95401

Created Date: 06/06/2018

Quote Number: 00005955

Partner ID:

Contact Name: Rani Goyal  
Phone: (707) 528-5755  
Email: rgoyal@srcs.k12.ca.us

Ship To Name: Santa Rosa City School District  
Ship To Address: , CA

Product	Sales Price	Quantity	Total Price
MAP Growth K-2	\$13.50	10	\$135.00
MAP Growth Math, Reading, & Language	\$13.50	890	\$12,015.00
MAP Growth Science (Add-On)	\$2.50	450	\$1,125.00
MAP Growth Spanish Math Supplement	\$2.50	45	\$112.50
MAP Spanish Reading Screener (Add-On)	\$0.00	45	\$0.00
Online MAP Administration	\$1,000.00	1	\$1,000.00

Grand Total \$14,387.50

### Notes

1. Your quote includes access to MAP Growth K-2 (MAPK-2) and MAP growth 3-12 (MAPG) assessments. MAPK-2 and MAPG licenses can be mixed and matched at no extra cost. This will not affect usage or licensing! These licenses are separated on the quote so that the office will add all the assessments to your implementation. 2. MAP Administration Workshop Online (This required onetime fee includes an implementation specialist, continued access to the Professional Learning online courses/workshops,

### Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

Information about NWEA's collection, use, and disclosure of Student Information can be found here:

<https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

### Signature

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

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

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

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



**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 Let's Go Learn, hereinafter referred to as "CONTRACTOR".

*Secondary*

**SITE/DEPARTMENT USE ONLY**

Check one of the following:

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

Funding Source: 01-0500-0-1140-1000-5880-249-H106

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

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: 1195 students

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

Departmental Approval\*\*: \_\_\_\_\_ Date: 7/17/18  
\*\*Signature-DISTRICT OFFICE DEPT.

Contract Created by: Kelley Dillon, Curriculum & Instruction Phone #: Ext. 5621  
Name of SRCS employee AND dept. or school site

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

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

**BUSINESS SERVICES USE ONLY**

Verified Receipt of: ☐ Insurance(s) ☒ W-9 Form ☒ HR Clearance, if applicable (if working with the students)  
Funding Source/Funding Category verified: ☐ YES ☐ NO | Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Rick Edson, Assistant Superintendent, Business Services

LAST REVISED ON 4-5-17

*Jodi Dantes, Fiscal*

1. Services.

(a) DISTRJCT's Responsibilities and Duties:

Provide administrative support to all sites especially in the area of internet access and technology support.

Schedule and coordinate any district trainings or meetings to support sites in the use and analysis of LGLdata.

(b) CONTRACTOR's Responsibilities and Duties:

Provide DORA online services in reading to secondary schools.

Provide on-site support as coordinated with the District.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through June 30, 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. DISTRJCT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed eight thousand three hundred sixty-five Dollars (\$8,365). DISTRJCT shall pay CONTRACTOR according to the following terms and conditions:

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Please see attached quote on the last page.

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

The diagnostic assessments (DORA) will be administered annually to English Learner students in grades 7-12 to provide information on their readiness for re-designation. This assessment data is included as criteria for re-designation. EL Reclassification Data. This service is intended to assist with the increase of scores for all students on statewide standardized tests, ELA and Math, will increase district-wide by 3%.

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

- ☒ Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- ☐ Increases student and family wellness and engagement through the full-service

---

community school model.

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

☐ Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

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

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-528-5381  
[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Let's Go Learn, Inc.  
705 Wellesley Avenue  
Kensington, CA 94708  
510-558-8844  
rcapone@letsgolearn.com

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

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such

unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

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

**DISTRICT**

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

Signature

Rick Edson

Typed Name

Assistant Superintendent Business Services

Title

707-528-5831

Telephone Number

**CONTRACTOR**

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

Signature

Richard Capone

Typed Name

CEO/President

Title

510-558-8844

Telephone Number

**quote #7254**

## Quote Information / Order Authorization

Quote Generated by the LET'S GO LEARN sales management system.

Vendor Name on PO Let's Go Learn Inc., 705 Wellesley Ave., Kensington CA 94708 - Tax ID: 94-3377052

<b>Quotation Date</b>	06-06-2018	<b>Quote ID</b>	7254	<b>Related Lead</b>	29752	<b>Sales Rep</b>	Capone, Richard
<b>Reps Phone</b>	510-558-8844	<b>Reps Email</b>	rcapone@letsgolearn.com	<b>Company</b>			

## Quotation Prepared for:

<b>First Name</b>	Patricia	<b>Last Name</b>	Turner	<b>Email</b>	
<b>Company/School</b>	Santa Rosa City Schools	<b>Phone</b>		<b>Phone2</b>	
<b>Address</b>	211 Ridgeway Ave	<b>Suite</b>			
<b>City</b>	Santa Rosa	<b>State</b>	CA	<b>Zip</b>	<b>Country</b>

## Item Breakdown

Qty	Item Description	Term	Unit Price	Total	Taxable Item
1195	DORA	1 Year	\$7.00	\$8365	

<b>Connection of Program</b>	\$0	<b>Total</b>	\$8365.00
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**Comments**

\* 1195 student licenses for the Diagnostic Online Reading Assessment (DORA)

\* Licenses are good for 1 year from date of purchase

All quotations are good for 60 days. Fax: 415-367-4569 Let's Go Learn Cust. Service: 888-618-7323

**Order Authorization:** X \_\_\_\_\_ Printed name: \_\_\_\_\_ Date: \_\_\_\_\_By signing you are authorizing this quote to become an order of Let's Go Learn products and services. And you agree to the standard terms of use published at: (<http://www.letsgolearn.com/lgl/site/terms/>)



**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 Sonoma County Junior College District, 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:**

*No Cost to the District*

**Funding Category:**

☐ Base    ☐ Supplemental    ☐ Concentration

☐ Restricted: \_\_\_\_\_

☐ Other: \_\_\_\_\_

**For Billing (if applicable):** ☐ Bill to: Santa Rosa Junior College    Billing frequency: Per permit based on number of days facility is used.

**Contract is:**

☐ New

☒ Renewal

☐ Addendum

☐ Amendment

**Number of Individuals Served:** Approximately 100

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

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

**Date:** *7/17/18*

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Cindy Deuel, Curriculum & Instruction    **Phone #:** 528-5650

Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** August 20, 2018    **Proposed Contract End Date:** June 30, 2019

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

**BUSINESS SERVICES USE ONLY**

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

**Funding Source /Funding Category verified:** ☐ YES    ☐ NO

**Board Approval Date:** \_\_\_\_\_

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide instructional space, and the use of white boards and other "regular" classroom items such as desks and chairs as follows:

For SRJC classes from August 20, 2018 to June 30, 2018: (See Attached Exhibit A) at the following schools:

1. Lawrence Cook Middle School
2. Hilliard Comstock Middle School
3. Piner High School (Not used in the fall 2018 session; may be requested in spring 2019)

(b) CONTRACTOR's Responsibilities and Duties:

Conduct ESL, College Skills, and Adult Education classes at **Cook Middle School, Comstock Middle School, and possibly Piner High School**; Monitor classes as appropriate; reimburse **DISTRICT** for custodial services each day classes meet; Charges will either be at a rate of 1 or 2 hr. blocks per day depending on the school. **\*All invoices for all sessions must be received by CONTRACTOR no later than June 15, 2019**

Spring 2019 schedule will be provided no later than November 15, 2018 and summer 2019 schedule will be provided no later than March 2019. **Please note that classes may be cancelled by CONTRACTOR if the minimum enrollment of 15 (for non-credit classes) is not met.**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 20, 2018, and will continue through June 30, 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. CONTRACTOR shall pay DISTRICT the amount specified on invoices generated by DISTRICT for facility use, based on the number of days facility is used for each class, per permit.

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]

1. Course grades
2. CASAS Benchmarks achieved by students. Please identify specific benchmarks
3. Demographics of students
4. Pre and post assessment information

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.

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(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.

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

**CONTRACTOR:**

Name: Santa Rosa Junior College

Street: 1501 Mendocino Avenue

City/State/Zip: Santa Rosa, CA 95401

Phone: 707-527-4636

Email: [jbarrie@santarosa.edu](mailto:jbarrie@santarosa.edu)

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

Rick Edson

Print Name: Kate Jolley

Assistant Superintendent of Business Services

Title: Interim V.P. of Business Services

dmartin@srcs.k12.ca.us

Email: kjolley@santarosa.edu

707-528-5831

Phone: 707-527-4413



# SANTA ROSA JUNIOR COLLEGE

## Exhibit B

### SRJC Off-Campus Courses 8/20/2018 to 12/21/2018

Fall 2018 Schedule							
Campus	Courses	Section #	Days	Hours	Beg Date	End Date	Notes
<b>Santa Rosa City Schools</b>							
<b>Cook Middle School</b>							
	ESL 713/714	1514/1516	MW	8:45 am-12:05pm	8/20/18	12/19/18	No class on: 9/3, 11/12, 11/19 & 11/21
	CSKLS 731	2172	F	8:45 am-1:15pm	8/24/18	12/14/18	No class on 11/25
	Testing		F	9:00 -11:00 am	8/31/18	8/31/18	Extra room needed
	Testing		Wed.	9:30 -12:05pm	10/17/18	10/17/18	Extra room needed
<b>Comstock Middle School</b>							
	ESL 714/ 715	1536/2689	MW	5:45 pm - 9:15pm	8/20/18	12/17/18	No class on: 9/3, 11/12, 11/19 & 11/21
	ESL 714CP	0283	TTH	5:45 pm - 9:15pm	10/23/18	12/20/18	No class on 11/20/18 & 11/22/18
	Testing		Mon.	6:25 pm - 9:00 pm	9/24/18	9/24/18	Extra room needed
	Testing		Thur.	6:30 pm - 9:00 pm	11/8/2018	11/8/18	Extra room needed