



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 InnovateEd, LLC, 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 - 2700 - 5881 - 249 - H105 \$25,000
01 - 0500 - 0 - 1140 - 2700 - 5181 - 249 - H105 \$8,000

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

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

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

Number of Individuals Served: District Office Administration, Middle School Administrators, Teacher Leader Teams

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 #: 707-528-5650
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2018 Proposed Contract End Date: May 31, 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: Rick Edson, Assistant Superintendent, Business Services Date: LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordination of staff, subs, dates and training rooms. Support of work via attendance and consistent messaging

(b) CONTRACTOR's Responsibilities and Duties:

Principal Collaboratives (PC) – Provide three opportunities for principal cohorts to develop communities of shared practice and engage district leaders in support of school implementation strategies. Principals develop expertise with implementing evidence-based inquiry cycles, discuss problems of practice and engage in forward planning by clarifying capacity building supports for school leadership teams and teacher teams. Principals develop capacity to fulfill the role of lead learner by modeling co-learning, shaping school culture and maximizing impact on student learning.

School Leadership Teams (SLT) – Provide six opportunities for principals and teacher leaders to collaboratively design, implement and refine school implementation plans with strategies for building school-wide capacity to improve teaching and learning around key student learning priorities. School leadership teams develop capacity to facilitate teacher team collaborative inquiry cycles that guide lesson design, precision of pedagogy and assessment of learning.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through June 1, 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 Thirty-three thousand dollars (\$33,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions

Client will be invoiced monthly for the consulting services. Invoices are due upon receipt. Cancellations less than 30 days in advance will be billed at the full daily rate cost.

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?):

Middle School Principal Collaborative:

- Engaging in problems of practice protocols to improve support systems for teaching and learning
- Developing capacity to serve as “lead learners” that develop school-wide support systems for teaching and learning
- Assess school wide common core implementation progress
- Define student and staff needs to guide professional learning and improve student supports
- Create action steps that improve school culture and practices

Middle School Leadership Teams:

- Develop capacity of school teams to assess site progress, define next action steps and communicate promising practices
- Develop capacity of school teams to guide instructional planning, review student work/data and engage in learning rounds

Through site interim progress report monitoring and presentation, principals will share data regarding school leadership, college and career readiness, and overall school performance. This data will be used and reported through the LCAP process.

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

CONTRACTOR:

Name: InnovateEd, LLC

Street: 111 Bank St #231

City/State/Zip: Grass Valley, CA 95945

Phone: (949) 280-6490

Email: lynnh@innovateed.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, Business Services

Email: dmartin@srcs.k12.ca.us

Phone: 707-528-5831

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Lynn Hatton Hodson

Title: Chief Operations Officer

Email: lynnh@innovatee.com

Phone: (949) 280-6490



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[] Restricted: [] Other:

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

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

Number of Individuals Served: High School Administrators and Teacher Leader Teams

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

Departmental Approval**: [Signature] Date: 7/17/18
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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Name of SRCS employee AND dept. or school site

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Requisition #: _____

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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: _____

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1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordination of staff, subs, dates and training rooms. Support of work via attendance and consistent messaging.

(b) CONTRACTOR's Responsibilities and Duties:

High School Principal Collaborative:

- Engaging in problems of practice protocols to improve support systems for teaching and learning
- Developing capacity to serve as "lead learners" that develop school-wide support systems for teaching and learning
- Assess school wide common core implementation progress
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(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.

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(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.

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

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

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

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

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

the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@sres.k12.ca.us

CONTRACTOR:

Name: InnovateEd, LLC

Street: 111 Bank St. #231

City/State/Zip: Grass Valley, CA 95945

Phone: (949) 280-6490

Email: lynnh@innvoateed.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

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature:  _____

Rick Edson

Print Name: Lynn Hatton Hodson

Assistant Superintendent, Business Services

Title: Chief Operations Officer

Email: dmartin@srcs.k12.ca.us

Email: lynnh@innovateed.com

707-528-5831

Phone: (949) 280-6490



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 Kikanza Nuri-Robins, 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 - H117 - 50%
01 - 0500 - 0 - 1140 - 1000 - 5800 - 119 - E121 - 50%

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: 200

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: Elizabeth Evans, C&I Phone #: 528-5761
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:

- Provide appropriate space and technology for the professional learning sessions.
- Provide appropriate background information about the group and the district.
- Provide feedback to the consultant regarding the setting of benchmarks and meeting of goals.

(b) CONTRACTOR's Responsibilities and Duties:

- Provide professional learning experiences for identified district and community leaders and staff that connects their experiences at the Museum of Tolerance and in other Equity and Unconscious Bias trainings to the goals of the district leading towards Cultural Proficiency.
- Provide print-ready materials for duplication at least one week prior to the event.
- Attend sessions in Los Angeles, as an observer, when available and as appropriate.

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 Twenty-four Thousand Dollars (\$24,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Up to 7 days of service including all travel expenses not to exceed \$24,000

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?):

Participants will indicate there has been an increase in their awareness of the needs of the district the tools they have for critical conversations about equity and implicit bias and their readiness to plan for district change, as measured by year evaluation survey.

Survey results will be shared regarding feedback, participation through LCAP

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@sres.k12.ca.us

CONTRACTOR:

Name: Kikanza Nuri-Robins

Street: 8306 Wilshire Blvd. #81

City/State/Zip: Beverly Hills, CA 90211

Phone: 323-939-1034

Email: kjnuri@robinsgroup.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: Kikanza Nuri-Robins

Title: Principal Consultant, Nuri | Robins Consulting

Email: kjnuri@robinsgroup.org

Phone: 323.939.1034



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 Stephanie Graham Rivas (DBA Robins Group), 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-H117-50%
01-0500-0-1140-1000-5800-119-E121-50%

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

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

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

Number of Individuals Served: 200

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

Departmental Approval**: Date: 6/19/17
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Elizabeth Evans, C&I Phone #: 528-5761
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:
Fiscal Services Authorizer LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide appropriate space and technology for the professional learning sessions.
Provide appropriate background information about the group and the district.
Provide feedback to the consultant regarding the setting of benchmarks and meeting of goals.

(b) CONTRACTOR's Responsibilities and Duties:

Provide technical and consultative assistance related to the District's equity work and plan in order to identify and close disproportionate achievement, access and opportunity gaps. 1.) During SY 2017-18 Consultant will accompany SRCS staff on field trips to the Museum of Tolerance (MOT) in Los Angeles and plan and facilitate the educational component of such programs. 2.) Consultant will plan and facilitate training sessions in the district for equity initiative participants on dates defined by district administrators. 3.) Consultant will plan and deliver up to 3 study sessions for the board of education on dates identified by district administrators. 4.) Consultant will assist in the planning and delivery of up to 3 training sessions in the district to staff, executive leaders and community liaisons who previously participated in the MOT experience, MOT Alternative and/or Unconscious Bias experience. 5) Consultant will research, identify, develop and share resources to district staff and community related to developing and maintaining a pedagogy for equity and closing gaps in Santa Rosa City Schools and the school community.

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 Five Hundred Dollars (\$17,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Above total represents 11 days of service at \$3,500 per day. Consultant shall invoice district for number of days worked per 30-day cycle. District shall pay consultant upon invoice.

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?):

- Number of staff, executive leaders and community liaisons attending MOT field trips and training.
- Number of staff, executive leaders and community liaisons attending in-district follow up discussions and training.
- Increased use and common understanding of terms and concepts related to equity work.
- Increased engagement with this work as evinced by shifts in conversations at site, district level, which evince an understanding that disproportionate gaps are the result of a system that underserves its clients, rather than some inherent incapacity or underperformance from the clients, themselves.
- Increased data literacy and capacity as evinced by an increased request for and a robust use of data at classroom, site and district levels to identify and examine disproportionate gaps in achievement, access and opportunity.
- Evidence of readiness of executive leaders to draft an equity statement or vision which guides the multiple initiatives currently in place in the district and integrates and harnesses all work at sites and at the district for the ultimate purpose of closing disproportional performance and service gaps.

Survey results will be shared regarding feedback, participation through LCAP

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

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

CONTRACTOR:

Name: Stephanie Graham Rivas

Street: 1612 Deer Run

City/State/Zip: Santa Rosa, CA 95405

Phone: 310-916-8127

Email: grahamstephanie@att.net

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, __.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Stephanie Graham Rivas
Print Name: Stephanie Graham Rivas

Assistant Superintendent, Business Services

Title: Associate Consultant, Robins Group

dmartin@srcs.k12.ca.us

Email: grahamstephanie@att.net

707-528-5831

Phone: 310-916-8127



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 Stephanie Graham Rivas, 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 - H117 - 50%
01 - 0500 - 0 - 1140 - 1000 - 5800 - 119 - E121 - 50%

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: 200

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

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

Contract Created by: Elizabeth Evans, C&I Phone #: 528-5761
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: Fiscal Services Authorizer Date: LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide appropriate space and technology for the professional learning sessions.
Provide appropriate background information about the group and the district.
Provide feedback to the consultant regarding the setting of benchmarks and meeting of goals.

(b) CONTRACTOR's Responsibilities and Duties:

Provide technical and consultative assistance related to the District's equity work and plan in order to identify and close disproportionate achievement, access and opportunity gaps. 1.) During SY 2017-18 Consultant will accompany SRCS staff on field trips to the Museum of Tolerance (MOT) in Los Angeles and plan and facilitate the educational component of such programs. 2.) Consultant will plan and facilitate training sessions in the district for equity initiative participants on dates defined by district administrators. 3.) Consultant will plan and deliver up to 3 study sessions for the board of education on dates identified by district administrators. 4.) Consultant will assist in the planning and delivery of up to 3 training sessions in the district to staff, executive leaders and community liaisons who previously participated in the MOT experience, MOT Alternative and/or Unconscious Bias experience. 5) Consultant will research, identify, develop and share resources to district staff and community related to developing and maintaining a pedagogy for equity and closing gaps in Santa Rosa City Schools and the school community.

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 Thirty-eight Thousand Five Hundred Dollars (\$38,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Above total represents 11 days of service at \$3,500 per day. Consultant shall invoice district for number of days worked per 30-day cycle. District shall pay consultant upon invoice.

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?):

- Number of staff, executive leaders and community liaisons attending MOT field trips and training.
- Number of staff, executive leaders and community liaisons attending in-district follow up discussions and training.
- Increased use and common understanding of terms and concepts related to equity work.
- Increased engagement with this work as evinced by shifts in conversations at site, district level, which evince an understanding that disproportionate gaps are the result of a system that underserves its clients, rather than some inherent incapacity or underperformance from the clients, themselves.
- Increased data literacy and capacity as evinced by an increased request for and a robust use of data at classroom, site and district levels to identify and examine disproportionate gaps in achievement, access and opportunity.
- Evidence of readiness of executive leaders to draft an equity statement or vision which guides the multiple initiatives currently in place in the district and integrates and harnesses all work at sites and at the district for the ultimate purpose of closing disproportional performance and service gaps.

Survey results will be shared regarding feedback, participation through LCAP

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

CONTRACTOR:

Name: Stephanie Graham-Rivas

Street: 1612 Deer Run

City/State/Zip: Santa Rosa, CA 95405

Phone: 310-916-8127

Email: grahamstephanie@att.net

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 19th DAY OF June, 2017.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Stephanie Graham Rivas
Print Name: Stephanie Graham Rivas

Assistant Superintendent, Business Services

Title: Independent Consultant

dmartin@srcs.k12.ca.us

Email: grahamstephaie@att.net

707-528-5831

Phone: 310-916-8127



**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 Code to the Future, 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: 01-0500-0-1140-1000-5800-119-E103

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: _____

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 15, 2018 Proposed Contract End Date: June 30, 2023

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 agrees to adhere to CTTF quality-control procedures, including the following:

- A. Identifying a SRCS staff member to be responsible for quality control on the implementation and ensuring that the items on this agreement are met, including quality control measures. This staff member will report directly to the Superintendent or to the Superintendent's designee.
- B. Requiring principals and staff of the Computer Science Immersion Schools to attend CTTF professional development training as a requirement of the implementation.
- C. Requiring staff members from non-Immersion sites interested in implementing the CTTF curriculum in part or in whole to attend training prior to teaching the curriculum in their classroom.

SRCS acknowledges that computers and other equipment are critical to the success of its Computer Science Immersion Schools, and that SRCS is responsible for the purchasing and maintenance of this equipment. CTTF recommends that each school have a Computer Lab with non-Chromebook computers (such as MacBook's or PCs). CTTF recommends 1:1 Laptops as optimal, but a more limited implementation featuring fewer Laptops could be facilitated. Additional specific equipment recommendations can be made by CTTF to SRCS upon completion of a full inventory and district vision alignment recommended for October 2018, to allow for any procurement needs to be processed before implementation begins.

SRCS acknowledges the value to both parties in highlighting the partnership between CTTF and SRCS. CTTF agrees to make press and other materials available to SRCS. SRCS agrees to allow CTTF to host recurring tours of the Computer Science Implementation, including up to five (5) visits per year at each of the sites with a Computer Science focus, spread gradually throughout each school year.

CTTF shall extend an invitation to SRCS to join the League for the duration of its partnership with CTTF. Upon acceptance into the League, SRCS commits to:

- A. Attending League meetings which feature classroom visits, collaborative problem-solving, and relationship-building with peers
- B. Communicate with CTTF to advance product development to meet district needs
- C. Participate in the League's professional learning community by connecting with other members online and in-person

SRCS agrees to not distribute and/or use the proprietary information and Confidential Information of CTTF without the express and written consent of CTTF. SRCS also agrees that they are responsible for any negligence of its Educational Staff and District Employees who have or are provided access to CTTF's proprietary information and/or Confidential Information regarding the distribution and/or use the proprietary information and Confidential Information of CTTF without the express and written consent of CTTF.

SRCS identifies Albert Biela Elementary School as the site for CTTF implementation.

SEE ATTACHED

(b) CONTRACTOR's Responsibilities and Duties:

As an expert in the area of Computer Science Education, CTF has developed teaching tools, content, lesson plans, epic builds and other materials that it holds as proprietary information subject to and protected by the laws of the State of California and throughout the United States and elsewhere. A significant amount of CTF's expenses and creative energy goes into creating the most advanced educational tools for the benefit of its clients and partners.

In exchange for providing CTF's partners and clients' access to its extremely confidential information, trade secrets and proprietary work product, SRCS agrees to not distribute and/or use the proprietary information and Confidential Information of CTF without the express and written consent of CTF.

CTF is convening an invitation-only League for School Districts partnered with CTF for Computer Science Immersion Programs. CTF shall extend an invitation to SRCS to join the League for the duration of its partnership with CTF.

Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTF staff modeling the lessons in the classroom for the teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons.

Training and Support

Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTF staff modeling the lessons in the classroom for the teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons.

Summary of Curriculum Support Days for the 2018-19 School Year

- Support and Coaching at School 1 ES 18 days
- Professional Development & Technical Assistance for SRCS teachers and staff 4 days

Summary of Curriculum Support Days for the 2019-20 School Year

- Support and Coaching at School 1 ES 36 days
- Professional Development & Technical Assistance for SRCS teachers and staff 8 days

Summary of Curriculum Support Day's for the 2020-21 School Year

- Support and Coaching at School 1 ES 24 days
- Professional Development & Technical Assistance for SRCS teachers and staff 6 days

Summary of Curriculum Support Days for the 2021-22 School Year

- Support and Coaching at School 1 ES 12 days
- Professional Development & Technical Assistance for SRCS teachers and staff 4 days

Summary of Curriculum Support Days for the 2022-23 School Year

- Support and Coaching at School 1 ES 12 days
- Professional Development & Technical Assistance for SRCS teachers and staff 4 days

Summary of Curriculum Support Days for the 2023-24 School Year

- Support and Coaching at School 1 ES 12 days
- Professional Development & Technical Assistance for SRCS teachers and staff 4 days

Through site interim progress report monitoring principals will share data regarding the implementation of Code to the Future. Pre and Post assessments will be gathered and shared at K-12 Principals meetings.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 15, 2018, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Three Hundred Sixteen Thousand Dollars (\$316,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

PAYMENT SCHEDULE

Pricing

- 2018-2019 \$50,000 (invoice on Sept. 15, 2018)
- 2019-2020 \$100,000 (invoice on July 15, 2019)
- 2020-2021 \$67,000 (invoice on July 15, 2020)
- 2021-2022 \$33,000 (invoice on July 15, 2021)
- 2022-2023 \$33,000 (invoice on July 15, 2022)
- 2023-2024 \$33,000 (invoice on July 15, 2023)

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?):

Coaching by CTTF for increased teacher competency to deliver computer science instruction as indicated by a survey.

Student completion of units and Epic Build projects as evidence of increased computer science literacy.

Other:

- Teacher editions of curriculum provided by CTTF digitally and in print
- On site and job embedded coaching
- Marketing and branding collateral for site

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

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

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

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

Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by

CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

mmartin@srgs.k12.ca.us

CONTRACTOR:

Name: Code To The Future

Street: 13415 SE Silver Circle

City/State/Zip: Vancouver, WA 98683

Phone: 360-921-3994

Email: sally@codetothefuture.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@sres.k12.ca.us

707-528-5831

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: *Douglas Reznicek*

Print Name: Douglas Reznicek

Title: District Partnership Analyst

Email: dog.reznicek@codetothefuture.com

Phone: 949-545-8566

CODE TO THE FUTURE

-Elementary School White Glove Immersion Model - Technical FAQ-

Code To The Future Terms

Cycle – This refers to the 3 project-based units of curriculum that are available – We offer 3 Cycles each year for all grades

Platform – This refers to the curricular tools that are utilized during the 3 Cycles:

1. Block Based Coding-*Scratch*
2. Robotics-*LEGOS*
3. Text Based Coding-*JavaScript / Minecraft*

The Loop – This is the CTF online portal that houses our curriculum, teacher resources and implementation road map.

- What operating system is the software compatible with?
 - Two of the three platforms are compatible with Chromebooks or any Windows, iOS system. One of the platforms requires Windows or iOS. It's not a requirement to use the third platform.
- What browser is the site compatible with?
 - Any browser, Chrome is usually what we'd suggest teachers use.
- What additional software/plugins are required?
 - Adobe flash is required
- Is the system locally installed or hosted online?
 - Either. It depends on the device. Scratch is all hosted online (but there is an offline version). LEGO platforms are online if the user is on a Chromebook. If the user is on a non-Chromebook it's offline software. Minecraft (optional platform) is hosted both offline with a online program.
- Is the system maintained by our district or the vendor?
 - The platforms are open-source, and therefore maintained by their respective organizations (LEGO, MIT, Microsoft). The Loop, our online resource (curriculum) is maintained by CTF.
- Does the system require student account logins?
 - Scratch requires student logins. LEGO software does not. Minecraft does.
- Is there a secure method to transfer the data needed?
 - Our site uses SSL and any information accessed there is encrypted.
- Is the process for data uploads automatic or manual?
 - This depends on the district. Again, the platforms we use are not maintained by CTF.
- Does the system require data to be uploaded?
 - Not sure. Software needs to be downloaded, though.

- Is there student content streamed from sites such as YouTube or Vimeo? The Loop utilizes Vimeo, but not YouTube.
- Does your site use flash or html 5?
 - We support both
- What sites should be whitelisted?
 - Scratch.mit.edu - codetothefuture.com - loop.codetothefuture.com - minecraft.makecode.com

ANCILLARY MATERIALS –SPECIFICATIONS

- Cycle 1 – TK-6 - *Scratch* licenses – no cost
- Cycle 2 – LEGO ROBOTICS
 - Grades TK-1 – LEGO blocks – Suggested ordering options TBA – Approx. \$650 per class
 - Grades 2-3 – *WeDo 2.0* – Recommended ratio is 4:1 or 2:1 – Approx. \$225 per kit
 - Grades 4-6 – *Mindstorms EV3* – Recommended ratio is 4:1 or 2:1 – Approx. \$350 per kit
- Cycle 3 – JavaScript/Minecraft
 - Grades TK-1 – Analog activities – no cost
 - Grades 2-6 – Office 365/*Minecraft Education Edition* Licenses – Approx. \$5 per student

AGREEMENT BETWEEN CODE TO THE FUTURE AND SANTA ROSA CITY SCHOOLS FOR CURRICULUM AND INTEGRATION

This agreement is made and entered into this 26th day of July, 2018, by and between the Code To The Future, hereinafter called "CTTF" and Santa Rosa City Schools, hereinafter called "SRCS". This Agreement will delineate the responsibilities, terms, and reimbursements for the relationship between CTTF and SRCS. This Agreement is offered with the best of intentions to clarify and manage expectations for the effective start to the Computer Science Immersion Program in SRCS.

1. Terms of Agreement

Duration: September 15, 2018 - June 30, 2024 Costs and Schedule of Payments attached hereto as "Exhibit A"

2. Curriculum and Materials License

As an expert in the area of Computer Science Education, CTTF has developed teaching tools, content, lesson plans, epic builds and other materials that it holds as proprietary information subject to and protected by the laws of the State of California and throughout the United States and elsewhere. A significant amount of CTTF's expenses and creative energy goes into creating the most advanced educational tools for the benefit of its clients and partners.

In exchange for providing CTTF's partners and clients access to its extremely confidential information, trade secrets and proprietary work product, SRCS agrees to not distribute and/or use the proprietary information and Confidential Information of CTTF without the express and written consent of CTTF. SRCS also agrees that they are responsible for any negligence of its Educational Staff and District Employees who have or are provided access to CTTF's proprietary information and/or Confidential Information regarding the distribution and/or use the proprietary information and Confidential Information of CTTF without the express and written consent of CTTF.

3. League of Innovative Computer Science Schools

As bonus, CTTF is convening an invitation-only League for School Districts partnered with CTTF for Computer Science Immersion Programs. CTTF shall extend an invitation to SRCS to join the League for the duration of its partnership with CTTF. Upon acceptance into the League, SRCS commits to:

- A. Attending League meetings which feature classroom visits, collaborative problem-solving, and relationship-building with peers
- B. Communicate with CTTF to advance product development to meet district needs
- C. Participate in the League's professional learning community by connecting with other members online and in-person

4. Partnership

SRCS acknowledges the value to both parties in highlighting the partnership between CTTF and SRCS. CTTF agrees to make press and other materials available to SRCS. SRCS agrees to allow CTTF to host recurring tours of the Computer Science Implementation, including up to five (5) visits per year at each of the sites with a Computer Science focus, spread gradually throughout each school year. CTTF agrees to utilize best practices from tours in other districts to minimize the impact on teachers and school site staff.

5. Equipment Required

SRCS acknowledges that computers and other equipment are critical to the success of its Computer Science Immersion Schools, and that SRCS is responsible for the purchasing and maintenance of this equipment. CTTF recommends that each school have a Computer Lab with non-Chromebook computers (such as Macbooks or PCs). CTTF recommends 1:1 Laptops as optimal, but a more limited implementation featuring fewer Laptops could be facilitated. Additional specific equipment recommendations can be made by CTTF to SRCS upon completion of a full inventory and district vision alignment recommended for October 2018, to allow for any procurement needs to be processed before implementation begins.

6. Quality Control Procedures

SRCS agrees to adhere to CTTF quality-control procedures, including the following:

- A. Identifying a SRCS staff member to be responsible for quality control on the implementation and ensuring that the items on this agreement are met, including quality control measures. This staff member will report directly to the Superintendent or to the Superintendent's designee.
- B. Requiring principals and staff of the Computer Science Immersion Schools to attend CTTF professional development training as a requirement of the implementation.
- C. Requiring staff members from non-Immersion sites interested in implementing the CTTF curriculum in part or in whole to attend training prior to teaching the curriculum in their classroom.

7. Training and Support

Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTTF staff modeling the lessons in the classroom for the teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons.

Summary of Curriculum Support Days for the 2018-19 School Year	
Support and Coaching at School 1 ES	18 days
Professional Development & Technical Assistance for SRCS teachers and staff	4 days
Summary of Curriculum Support Days for the 2019-20 School Year	
Support and Coaching at School 1 ES	36 days
Professional Development & Technical Assistance for SRCS teachers and staff	8 days
Summary of Curriculum Support Days for the 2020-21 School Year	
Support and Coaching at School 1 ES	24 days
Professional Development & Technical Assistance for SRCS teachers and staff	6 days
Summary of Curriculum Support Days for the 2021-22 School Year	
Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for SRCS teachers and staff	4 days
Summary of Curriculum Support Days for the 2022-23 School Year	
Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for SRCS teachers and staff	4 days
Summary of Curriculum Support Days for the 2023-24 School Year	
Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for SRCS teachers and staff	4 days

8. Schools Identified

SRCS shall identify the specific site that this Agreement will apply to prior to scheduling professional development training. Support and coaching during the 2018-19 school year shall be an elementary school, as indicated by "ES", and will begin in December 2018.

9. Independent Contractor Status

Status: CTTF is an independent contractor. Nothing contained in this agreement creates a joint venture, business partnership, employer/employee, principal-and-agent, or any similar relationship between the parties.

No Authority: CTTF has no authority to, and shall not, act as agent for or on behalf of SRCS or represent or bind it in any manner.

No Benefits: CTTF and its employees will not be entitled to any of the benefits afforded to SRCS employees.

10. Insurance

CTTF shall maintain public liability and property damage insurance to protect them and SRCS from all claims for personal injury, including accidental death, as well as from all claims for property damages arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth:

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Sexual Abuse/Molestation	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability Insurance	\$1,000,000 per occurrence/\$1,000,000 aggregate
Workers Compensation and Employer's Liability	\$500,000 each accident

CTTF shall file with SRCS Certificates of Insurance naming SRCS as an additional insured.

11. Indemnification

A. CTFE hereby indemnifies, defends, and holds harmless SRCS, its Board, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of CTFE, its employees, agents, subcontractors, independent contractors, or other representatives.

B. SRCS hereby indemnifies, defends, and holds harmless CTFE, its Board, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SRCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

C. SRCS shall have no obligation to indemnify, defend, or hold harmless CTFE, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for CTFE sole negligence or willful misconduct and CTFE shall have no obligation to indemnify, defend, or hold harmless SRCS, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for SRCS sole negligence or willful misconduct. his indemnity shall survive the termination of the Agreement of final payment hereunder, and is in addition to any other rights or remedies that CTFE or SRCS may have under the law or this contract.

12. Termination

Any notice of termination of the Agreement by either party shall be delivered in writing and such notice shall not be deemed effective until the date of delivery.

With Cause by SRCS: SRCS may terminate this Agreement if CTFE fails to comply with any provision of the Agreement and CTFE fails to reasonably cure such breach within thirty (30) days following written notice from SRCS to CTFE. Written notice by SRCS shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days of CTFE's receipt of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) calendar days cease and terminate.

Non-Appropriation of Funds: SRCS may terminate this Agreement, in whole or in part due to insufficient funding with ninety (90) calendar days written notice to CTFE. SRCS shall pay for all services and shall not be entitled to a refund of monies paid, if any, incurred up to the final date of the termination.

With Cause by CTFE: Upon SRCS's failure to comply with any material provision of this Agreement and its failure to cure such breach within thirty (30) days written notice from CTFE, CTFE may terminate this Agreement upon ten (10) additional days written notice to SRCS and shall have no further obligation to SRCS. SRCS shall pay for all services, if any, incurred up to the final date of the termination.

Without Cause by SRCS: It is acknowledged that CTFE will incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty arising from the early termination of this Agreement. Accordingly, in lieu of determining the actual costs arising from CTFE's change of position/damages associated with early termination of the Agreement, SRCS agrees that there will be a fee for early termination of this Agreement other than with Cause or Non-Appropriation of Funds as described above. The fee set forth herein is intended to represent CTFE's actual costs/damages and are not intended as a penalty, and SRCS shall pay them to CTFE without limiting CTFE's right to otherwise terminate this Agreement for default or as otherwise provided elsewhere herein. If SRCS terminates the Agreement for any reason prior other than with Cause or Non-Appropriation of Funds as described above, the fee shall be the remaining balance owed for the fiscal school year in which SRCS terminates the Agreement and no refund of any prepayment shall be returned to SRCS and CTFE shall have no further obligation to SRCS beyond the date of termination.

Without Cause by CTFE: If CTFE terminates the Agreement without Cause as stated above, CTFE will refund the prorated remainder of any prepayment paid by SRCS and CTFE shall have no further obligation to SRCS beyond the date of termination.

13. Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed as given upon receipt of the addressee.

To CTTF:
Code To The Future
Doug Reznicek
13415 SE Silver Circle
Vancouver, WA 98683

To SANTA ROSA CITY SCHOOLS:
Santa Rosa City Schools
Diann Kitamura, Superintendent
211 Ridgway Avenue
Santa Rosa, CA 95401

14. Confidentiality Practices

Definition of Confidential Information: The term "Confidential Information" shall include any of CTTF's confidential, proprietary or trade secret information that is disclosed to SRCS or any of its employees/agents or anyone associated with SRCS who otherwise learns during the course of this Agreement such as, but not limited to, curriculum, copyrights, trademarks, service marks emblems or other indicia of origin used by CTTF, teaching methods, client or customer lists, business plans, financial statements, software diagrams, flow charts, client or customer information/lists, and other business information. Confidential Information shall not include any information which is (i) publicly available through no act of the SRCS, (ii) is rightly received by SRCS from a third party without restriction, or (iii) is independently developed by SRCS prior to or after this Agreement with CTTF.

Confidentiality Obligations: Both parties shall hold all Confidential Information in confidence in accordance with the terms of this agreement. SRCS acknowledges and agrees that CTTF desires to maintain the confidentiality of its Confidential Information and is making such information available to SRCS for use only in consent with the terms of this Agreement. SRCS further acknowledge and agrees that CTTF's Confidential Information is proprietary to and a valuable trade secret of CTTF and that any disclosure or unauthorized use thereof will cause irreparable loss and harm to CTTF. Therefore, SRCS agrees to not disclose CTTF's Confidential Information except as (i) may be required by law; and (ii) to outside counsel, accountants, and other representatives of SRCS. If SRCS is ever legally compelled to disclose any of the Confidential information (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), SRCS will provide prompt written notice to CTTF of such requirement so that CTTF may seek a protective order or other such appropriate remedy and/or waive compliance with the terms hereof. In the event that such protective order or other remedy is not obtained or CTTF waives compliance with the provision thereof, SRCS agrees to furnish only that portion of the confidential Information which SRCS is advised by written opinion of counsel is legally required and to exercise best efforts to obtain assurance that the confidential treatment will be accorded such Confidential Information. Upon termination of this Agreement, SRCS agrees to promptly return to CTTF any and all Confidential Information of CTTF and all copies thereof. The mutual obligations concerning Confidential Information shall survive the termination of this Agreement.

SRCS staff will be the only individuals granted access to the CTTF Curriculum under this agreement. SRCS agrees to keep the curriculum confidential, and not to share with other districts, contractors, organizations, or any non-SRCS employees. SRCS further agrees that CTTF shall have no obligation to provide curricula to SRCS until full payment has been received by CTTF pursuant to Exhibit A and SRCS provides CTTF with signed copies of the Non-Disclosure and Confidentiality Agreement in the Form attached hereto as "Exhibit B" executed by District Office Personnel and Campus Administrators which the parties agree shall survive the termination of this Agreement.

15. License and Use Limits

License and access to CTTF tools, curriculum, and Confidential Information expire after the contracted period as defined between CTTF and SRCS. SRCS shall not provide, use, or distribute CTTF tools, curriculum, or Confidential information to school sites other than those identified in this Agreement without express written consent by CTTF. Upon termination of this Agreement either by expiration or early termination, SRCS shall provide CTTF with all documents produced maintained or collected by SRCS pursuant to this Agreement, whether or not such documents are final or draft documents.

16. Family/Client Confidentiality

All parties agree to abide by all statutes for the protection of family/client confidentiality. Medical information, case files, photographs taken of the students, contact information or information regarding students or their families may not be released without expressed written permission.

17. No Solicitation

During the terms of this Agreement and for a period of three (3) years following the termination of this Agreement, SRCS will not, directly or indirectly, solicit or otherwise induce any directors, owners, agents or employees of CTTF to leave CTTF. CTTF shall not engage in any business activities with SRCS's agents or employees without prior written consent.

18. Mediation

If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation. Mediation is a condition precedent to arbitration, litigation or any other judicial or alternative dispute resolution proceeding. The mediation shall be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. In the event the parties are unable to agree on a mediator, a mediator shall be appointed by the administrator with AAA. All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise. The process shall be confidential based on terms acceptable to the mediator and/or AAA.

19. Arbitration

All disputes not resolved by mediation arising under or in connection with this Agreement, shall be submitted to a mutually agreeable arbitrator, or if the parties are unable to agree on an arbitrator within fifteen (15) days after a written demand for arbitration is made by either party, to American Arbitration Association ("AAA"), for binding arbitration in the County of Sonoma. The parties shall have the discovery rights provided in Commercial Arbitration Rules. The arbitration hearing shall be commenced within ninety (90) days after the selection of an arbitrator by mutual agreement or, absent such mutual agreement, the filing of the application with AAA by either party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days after the conclusion of the hearing. The arbitrator shall have complete authority to interpret this Section and to render any and all relief, legal and equitable, appropriate under California law, including the award of punitive damages where legally available and warranted. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees and the arbitrator's fee and costs, to the party determined to have substantially prevailed. Judgment on the award can be entered in a court of competent jurisdiction.

20. Revisions

This agreement may be revised at any time by the mutual written agreement of the parties.

21. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.

22. Severability Clause

If any provision of this agreement is found to be unenforceable, all other provisions will remain in full force and effect.

CODE TO THE FUTURE

SANTA ROSA CITY SCHOOLS

By: _____
Doug Reznicek
Partnerships Analyst

By: _____
Diann Kitamura
Superintendent

Date:

Date:

EXHIBIT "A"

COSTS AND SCHEDULE OF PAYMENTS

PAYMENT SCHEDULE

Pricing

2018-2019	\$50,000
2019-2020	\$100,000
2020-2021	\$67,000
2021-2022	\$33,000
2022-2023	\$33,000
2023-2024	\$33,000

Payment Terms

September 15, 2018	\$50,000
July 15, 2019	\$100,000
July 15, 2020	\$67,000
July 15, 2021	\$33,000
July 15, 2022	\$33,000
July 15, 2023	\$33,000

All payments/required deposits are non-refundable.

EXHIBIT "B"

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In consideration and as a condition of the Educational Staff's ("Staff") continued relationship with CODE TO THE FUTURE or any of its subsidiaries (collectively, "CTTF"), Staff agrees and understands as follows:

Staff understands and acknowledges that during the course of his or her working relationship with the CTTF, Staff may come into contact with or be provided with CTTF's confidential information, Trade Secrets, intellectual property, and curriculum, which the CTTF has not released to the general public (collectively, "Confidential Information").

Staff further understands CTTF has signed an agreement with Staff's School District that requires the School District and all of its employees, including Staff, to keep the CTTF's Confidential Information secret, confidential, and strictly limits its use and disclosure.

Staff acknowledges that: (a) During both the duration of relationship between the Parties and under the terms of the Agreement with CTTF, Educator may acquire CTTF's Confidential Information; (b) Disclosure of Confidential Information to others will be in violation of the agreement with the school district and will be highly detrimental to the interests of CTTF and its clients; and (c) Confidential Information is the property of the CTTF.

Accordingly, Staff agrees that at all times during the course of his or her working relationship with CTTF, Staff will hold in strictest confidence any and all Confidential Information of CTTF, meaning that Staff will not: (a) at any time, disclose any Confidential Information to any other person, firm, or corporation without written authorization of CTTF; (b) use Confidential Information for any purpose other than that required by their contemplated contractual relationship with CTTF and for the benefit of CTTF; and (c) at any time, or in any way, take or reproduce Confidential Information unless required by said contemplated contractual relationship. Except as essential to Staff's obligations pursuant to their relationship with CTTF, Staff shall not make any duplication or other copy of the Confidential Information including CTTF's curriculum. Staff shall not remove Confidential Information or proprietary property or documents without written authorization. Immediately upon request from CTTF, Staff shall return to CTTF all Confidential Information, material or proprietary property or documents.

AGREED AND ACKNOWLEDGED:

EDUCATIONAL STAFF:

Printed Name: _____ Date: _____

Signature: _____

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 Roots to Branches LLC, hereinafter referred to as "CONTRACTOR".

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: 01-0500-0-1400-1000-5800-249-H209

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

[] Restricted: [] Other

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

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

Number of Individuals Served:

Approved at Site by*: [Signature] Date:

Departmental Approval**: [Signature] Date: 7/17/18

Contract Created by: Lori Fletcher, Curriculum & Instruction, 7-12 Phone #:
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15, 2018 Proposed Contract End Date: May 31, 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: Rick Edson, Assistant Superintendent, Business Services Date: LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Create opportunity for Contractor to create projects with Bridge academy classrooms that can remain onsite at each school and fulfill a service or need at each school site. Allow teachers to co-create project parameters; allow teachers to use discretionary funds on materials if they deem necessary; allow students to use tools and materials under direct supervision and with oversight.

Create opportunity for teachers to meet 1x per month at rotating school sites for cross collaboration and community building.

(b) CONTRACTOR's Responsibilities and Duties:

Provide project based social and emotional learning activities within 5 City of Santa Rosa Middle Schools with Bridge Academy classrooms. Includes weekly visits to school on Wednesdays with 3-week project timeline (2 projects each school /10 projects total / 5 fall / 5 spring / 30 total school project days). Projects to include physical activity, social and emotional learning, core curriculum tie-ins and practical life skills.

School visits to take place with teacher collaboration, pre-project planning, and implementation using Bridge Academy discretionary funds along with \$100/project budget from within this contract.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - _____, 201____, and will continue through _____, 201____, 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 _____ Dollars (\$_____). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

50% payment (\$9,000) upon beginning of Fall semester 2018.
50% payment (\$9,000) upon beginning of Spring semester 2019

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]

Students will demonstrate increased capacity to work as a team, develop social skills and effectively communicate. Students will also be asked to demonstrate basic math and algebra skills in order to complete projects. Students will be asked to create a project plan, including using

English skills to create revisions. Students will be asked to share results, including using public presentation skills.

Students will also be asked to create a plan for successful transition to high school and a vision for beyond (career and life goals). This plan to be included in student portfolios and shared with teachers.

Finally, the present contract seeks to create transitions from Bridge to High School with support of students' dealing with life trauma via check-ins, restorative practices and mindfulness exercises.

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

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

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

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

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

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

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

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

DISTRICT:

CONTRACTOR:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-528-5381
dmartin@srcs.k12.ca.us

Name: Roots to Branches LLC
Street: 88 Cascade Dr
City/State/Zip: 94930
Phone: 415-568-6065
Email: zlaurie@rootstobranes.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 14th DAY OF June 2018.

DISTRICT

Signature: _____
Rick Edson
Assist. Superintendent

AUTHORIZED SIGNER or CONTRACTOR

Signature: _____
Print Name: Zach Laurie
Title: Founder/Director

dmartin@srcs.k12.ca.us
707-528-5831

Email: zlaurie@rootstobranes.org
Phone: 415-568-6065



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 Chara Rodrigues and Erica Reardon, hereinafter referred to as "CONTRACTOR".

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 0570 01140 1000 5880 119 E105

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: Approximately 250 elementary teachers

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

Departmental Approval**: Date:
**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: December 14, 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: Rick Edson, Assistant Superintendent, Business Services Date:
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District is responsible for communicating about the training with staff, arranging for sub coverage, creating the training schedule and supporting staff and trainers with materials needed to support each site visit.

SEE ATTACHED CONTRACT

(b) CONTRACTOR's Responsibilities and Duties:

To provide a total of 7 days of training including:

- 6 days of site visits/demonstrations to be held at elementary school sites
- 1 day of Writer's Workshop toolkit support

SEE ATTACHED CONTRACT

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on December 14, 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 twenty-one thousand dollars (\$21,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Please see attached contract.

Note: Payment should be made payable to Chara Rodrigues and Erica Reardon as invoiced.

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?):

Sites will receive personalized support in this 3rd year of implementation of Lucy Calkins Writing Units of Study. Teachers will express increased knowledge and capacity in using the writing workshop model and materials to support student proficiency in writing. Students will, as a result, continue to show growth in their ability to write within the three writing genres: informational, narrative and opinion/argument. Student writing samples will be evaluated pre and post training. This service is intended to assist with the increased number of third grade students scoring at, Near or Above standard in reading by 5% as measured by SBAC test data.

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 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

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

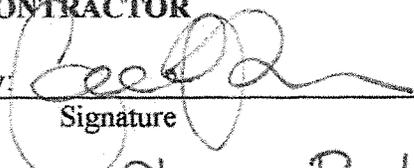
Assistant Superintendent Business Services

Title

707-528-5831

Telephone Number

CONTRACTOR

By: 
Signature

Chara Rodrigues

Typed Name

Literacy consultant

Title

925.786.0736

Telephone Number

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@srs.k12.ca.us

CONTRACTOR:

Chara Rodrigues, email: seerodteacher@gmail.com

Address: 4271 Silver Meadow Court, Danville, CA 94506

Phone: 925-786-0736

Erica Reardon, email: katewyffels@yahoo.com

Address: 18 Ashland Way, Danville, CA 94506

Phone: _____

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.



July 8, 2018

Santa Rosa City Schools
 211 Ridgeway Ave
 Santa Rosa, CA 95401

Dear Santa Rosa City School District,

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

Your district has agreed to pay \$21,000 for staff development services. The contractor will provide Writer's Workshop training and coaching to be coordinated with grades TK- 6 for the 2018-2019 school year. The rate of pay is to be \$1500 per day for each trainer.

These services include:

Professional Development Summary of Cost

Description of Services	Total Days	Cost per Day	Subtotal
December 14 Demonstration Day Chara and Erica	1	\$1500 x 2	\$3000
December 18 Demonstration Day Chara and Erica	1	\$1500	\$3000
January 31 Demonstration Day Chara and Erica	1	\$1,500	\$3000
February 1 Demonstration Day Chara and Erica	1	\$1500	\$3000
February 22 Demonstration	1	\$1500	\$3000

Day Chara and Erica			
March 8 Demonstration Day Chara and Erica	1	\$1500	\$3000
Possible Toolkit Workshops in April Chara and Erica	1	\$1500	\$3000
Total Estimated Cost	7		\$ 21,000

Your district would agree to pay for staff development services and demonstration days. Contractor will provide Reader's Workshop Training and Demonstration days in classrooms to support teachers with the units of study for Reading.

Expenses and Payment:

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

Please note that we will each bill you separately for the days that we work. To help you prepare, please make payment to:

Chara Rodrigues
4271 Silver Meadow Court
Danville, CA 94506

Erica Reardon, Inc.
18 Ashland Way
Danville, CA 94506

Cancellations:

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

- You will be charged for any non-refundable costs.
- We will attempt to reschedule the dates with you.
- If we can't reschedule, there will be a 25% charge for the dates with over a month's notice. If it is less than 30 days, we would expect a 50% charge for the dates scheduled. If it is less than one week, we would expect payment in full.

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

This Agreement dated on this 9th day of July by and between Santa Rosa City Schools and Erica Reardon and/or Chara Rodrigues.

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

Signed by Chara Rodrigues — Erica Reardon

_____ Date 7/9/2018
Please sign and return



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Kelli Richardson, Kathryn Wyffels, Regina Rosenzweig and Jocelyn Mitchelmore, hereinafter referred to as "CONTRACTOR".

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

Funding Source: 01 0500 01140 1200 5880 119 E105 \$25,000
01 0500 01140 1000 5100 119 E105 18,000

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: Approximately 40 elementary teachers

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

Departmental Approval:** _____ Date: _____
**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: October 9, 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: _____
Rick Edson, Assistant Superintendent, Business Services **LAST REVISED ON 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District is responsible for ordering the training binder through the National Training Center 4-6 weeks prior to the Two-Day Workshop.

SEE ATTACHED CONTRACT

(b) CONTRACTOR's Responsibilities and Duties:

To provide a total of 10 days of training including:

Cohort 10: 2 day Refresher

Cohort 11: 2-day Input Workshop
4-day Classroom Demo
2-day Refresher

Participants will receive intense training in the Guided Language Acquisition Design model. Participants attending all 6 days of the training will fulfill both elements 1 & 2 of the GLAD training model. Element 1 is the 2-day Input Workshop (theory/research) and Element 2 is the 4-day classroom demonstration.

SEE ATTACHED CONTRACT

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on October 9, 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-three thousand Dollars (\$43,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Please see attached contract.

Note: Payment should be made payable to Kathryn Wyffels, Kelli Richardson, Jocelyn Mitchelmore and Regina Rosenzweig as invoiced.

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

Teachers will be complete the training and thus receive their certificate of completion. Teachers will express readiness to begin using the focal strategies shared in the training. Teachers will be provided feedback and support in the areas of positive classroom management, effective GLAD strategies and ELD.

Through site interim progress report, monitoring elementary principals will share data regarding the use of GLAD strategies aligned to the CCD units of study.

This service is intended to assist with the increased number of third grade students scoring at, Near or Above standard in reading by 5% as measured by SBAC test data.

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 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@sres.k12.ca.us

CONTRACTOR:

Kelli Richardson, email: kcrich90@earthlink.net

Address: 4411 Morse Court, Napa, CA 94552

Phone: 707-227-7442

Kathryn Wyffels, email: katewyffels@yahoo.com

Address: 6828 Gibson Canyon Road, Vacaville,

CA 95688, phone: 707-688-8666

Regina Rosenzweig, email: regina_r@comcast.net

Address: 625 Rutgers Drive, Davis, CA 95616

Phone: 530-400-9606

Jocelyn Mitchelmore, email:

jmitchelmore@comcast.net Address: 1314

Cromwell Court, El Dorado Hills, CA 95752

Phone: 916-230-6980

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

CONTRACTOR

By: _____
Signature

By: _____
Signature

Rick Edson

Typed Name

Typed Name

Assistant Superintendent Business Services

Title

Project GLAD Consultant

Title

707-528-5831

Telephone Number

Telephone Number

707-528-5381

mmartin@srcs.k12.ca.us

Jocelyn Mitchelmore, email:
jmitchelmore@comcast.net Address: 1314
Cromwell Court, El Dorado Hills, CA 95752
Phone: 916-230-6980

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 17th DAY OF June, 2018

DISTRICT

By: _____
Signature

Rick Edson
Typed Name

Assistant Superintendent Business Services
Title

707-528-5831

CONTRACTOR

By: Kelli Richardson
Signature

Kelli Richardson
Typed Name

Project GLAD Consultant
Title

(707) 227-7442



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 InnovateEd, LLC, 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: 01-0500-0-1140-1000-5881-119-E105-\$25,000
01-0500-0-1140-1000-5180-119-E105-\$107,000

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

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

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

Number of Individuals Served: Elementary Administrators and Teacher Leader Teams

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

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

Contract Created by: Cindy Deuel, Curriculum & Instruction Phone #: 707-528-5650
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2018 Proposed Contract End Date: May 31, 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: Rick Edson, Assistant Superintendent, Business Services Date: LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordination of staff, subs, dates and training rooms. Support of work via attendance and consistent messaging

(b) CONTRACTOR's Responsibilities and Duties:

Ed Services– Provide six opportunities for district staff, principals and teacher leaders to form a learning partnership focused on developing capacity of schools to achieve a few district goals and improve agreed upon student learning priorities. The district leadership team serves as a guiding coalition that engages cycles of inquiry aimed at creating the key conditions for a coherent system of continuous improvement.

- Clarity of district goals and school priorities for student learning
- Culture of shared leadership and systemic collaboration
- Coherent instructional framework for developing collective expertise
- Cycles of evidence-based inquiry for continuous improvement

Principal Collaboratives (PC) – Provide quarterly-three opportunities for principal cohorts to develop communities of shared practice and engage district leaders in support of school implementation strategies. Principals develop expertise with implementing evidence-based inquiry cycles, discuss problems of practice and engage in forward planning by clarifying capacity building supports for school leadership teams and teacher teams. Principals develop capacity to fulfill the role of lead learner by modeling co-learning, shaping school culture and maximizing impact on student learning.

School Leadership Teams (SLT) – Provide six opportunities for principals and teacher leaders to collaboratively design, implement and refine school implementation plans with strategies for building school-wide capacity to improve teaching and learning around key student learning priorities. School leadership teams develop capacity to facilitate teacher team collaborative inquiry cycles that guide lesson design, precision of pedagogy and assessment of learning.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through May 31, 2019, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One hundred thirty-two thousand dollars (\$132,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Client will be invoiced monthly for the consulting services. Invoices are due upon receipt. Cancellations less than 30 days in advance will be billed at the full daily rate cost.

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?):

District Leadership Team/Educational Services:

- Communication and support systems for district priorities
- Interpret SBAC/district assessments to guide improvement of student support systems
- Assess district and site progress to inform next action steps
- Implement high leverage leadership practices that develop staff capacity and improve student achievement

Elementary School Principal Collaborative:

- Engaging in problems of practice protocols to improve support systems for teaching and learning
- Developing capacity to serve as “lead learners” that develop school-wide support systems for teaching and learning
- Assess school wide common core implementation progress
- Define student and staff needs to guide professional learning and improve student supports
- Create action steps that improve school culture and practices

Elementary School Leadership Teams:

- Develop capacity of school teams to assess site progress, define next action steps and communicate promising practices
- Develop capacity of school teams to guide instructional planning, review student work/data and engage in learning rounds

Through site interim progress report monitoring and presentation, principals will share data regarding school leadership, college and career readiness, and overall school performance. This data will be used and reported through the LCAP process.

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.

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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
dmartin@srcs.k12.ca.us

CONTRACTOR:

Name: InnovateEd, LLC
Street: 111 Bank St #231
City/State/Zip: Grass Valley, CA 95945
Phone: (949) 280-6490
Email: lynnh@innovateed.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, Business Services

Email: dmartin@srcs.k12.ca.us

Phone: 707-528-5831

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Lynn Hatton Hodson

Title: Chief Operations Officer

Email: lynnh@innovateed.com

Phone: (949) 280-6490



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 InnovateEd, LLC, 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: 01-0000-0-9240-2700-5800-119-5114

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

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

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

Number of Individuals Served: Charter School Administrators and Teacher Leader Teams

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 #: 707-528-5650
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 20178 Proposed Contract End Date: May 31, 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: Rick Edson, Assistant Superintendent, Business Services Date:
LAST REVISED ON 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordination of staff, subs, dates and training rooms. Support of work via attendance and consistent messaging

(b) CONTRACTOR's Responsibilities and Duties:

Principal Collaboratives (PC) – Provide quarterly three opportunities for principal cohorts to develop communities of shared practice and engage district leaders in support of school implementation strategies. Principals develop expertise with implementing evidence-based inquiry cycles, discuss problems of practice and engage in forward planning by clarifying capacity building supports for school leadership teams and teacher teams. Principals develop capacity to fulfill the role of lead learner by modeling co-learning, shaping school culture and maximizing impact on student learning.

School Leadership Teams (SLT) – Provide six opportunities for principals and teacher leaders to collaboratively design, implement and refine school implementation plans with strategies for building school-wide capacity to improve teaching and learning around key student learning priorities. School leadership teams develop capacity to facilitate teacher team collaborative inquiry cycles that guide lesson design, precision of pedagogy and assessment of learning.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through May 31, 2019, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Thirty thousand three hundred sixty dollars (\$30,360.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Client will be invoiced monthly for the consulting services. Invoices are due upon receipt. Cancellations less than 30 days in advance will be billed at the full daily rate cost.

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?):

Charter School Leadership Teams:

- Develop capacity of school teams to assess site progress, define next action steps and communicate promising practices
- Develop capacity of school teams to guide instructional planning, review student work/data and engage in learning rounds

Through site interim progress report monitoring and presentation, principals will share data regarding school leadership, college and career readiness, and overall school performance. This data will be used and reported through the LCAP process.

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.

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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.

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Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Name: InnovateEd, LLC

Street: 111 Bank St #231

City/State/Zip: Grass Valley, CA 95945

Phone: (949)280-6490

Email: lynnh@innovateed.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.

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THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 201__.

DISTRICT

Signature: _____

Rick Edson

Assistant Superintendent, Business Services

Email: dmartin@sres.k12.ca.us

Phone: 707-528-5831

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Lynn Hatton Hodson

Title: Chief Operations Officers

Email: lynnh@innovateed.com

Phone: (949)280-6490