



## SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Let's Go Learn, hereinafter referred to as "CONTRACTOR".

*Elementary*

### 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:

*01-0500-0-1140-1000-5800-119-Elis-25,000*  
*01-0500-0-1140-1000-5180-119-Elis-180,050*

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:

*4900 students*

Approved at Site by\*:

Date:

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

Departmental Approval\*\*:

Date: *7/17/18*

*\*\*Signature-DISTRICT OFFICE DEPT.*

Contract Created by:

*Kelley Dillon, Curriculum & Instruction*  
Name of SRCS employee AND dept. or school site

Phone #: *Ext. 5621*

Proposed Contract Start Date:

*8/1/18*

Proposed Contract End Date:

*6/30/18*

Requisition #:

### BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☒ W-9 Form ☒ MHR 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

*Joel Dantas, Fiscal Ex. Dir.*

1. Services.

(a) DISTRICT's Responsibilities and Duties:

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

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

LGL Edge should be used at least twice per week in order to provide maximum program effectiveness.

(b) CONTRACTOR's Responsibilities and Duties:

Provide DORA, ADAM, DOMA and LGL Edge online services in reading and math to elementary schools.

Provide on-site support as coordinated with the District.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2018, and will continue through June 30, 2019, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed two hundred eleven thousand fifty Dollars (\$211,050). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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Please see attached quote on the last page.

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

The diagnostic assessments (DORA and ADAM) should be administered at least twice a year by all K-6 teachers to provide information on their students' strengths and weaknesses in the areas of English Language Arts and Math.

LGL Edge is an optional online tool to help increase grade level ELA and Math skills for students. Optimal impact on student learning is expected when the EDGE program is used for 45-60 minutes per week.

Review and assess program outcome data and SBAC scores in math and ELA.

This service is intended to assist with the increase of scores for all students on statewide standardized tests, ELA and Math, will increase district-wide by 2%.

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

**CONTRACTOR:**

Let's Go Learn, Inc.

705 Wellesley Avenue

Kensington, CA 94708

510-558-8844

[rcapone@letsgolearn.com](mailto:rcapone@letsgolearn.com)

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

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive

contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

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

**DISTRICT**

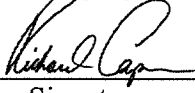
By: \_\_\_\_\_  
Signature

Rick Edson  
Typed Name

Assistant Superintendent Business Services  
Title

707-528-5831  
Telephone Number

**CONTRACTOR**

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

Richard Capone  
Typed Name

CEO/President  
Title

510-558-8844  
Telephone Number

**quote #7253****Quote Information / Order Authorization****Quote Generated by the LET'S GO LEARN sales management system.****Vendor Name on PO** Let's Go Learn Inc., 705 Wellesley Ave., Kensington CA 94708 - Tax ID: 94-3377052**Quotation Date** 06-06-2018**Quote ID** 7253**Related Lead** 29752**Sales Rep** Capone, Richard**Reps Phone** 510-558-8844 **Reps Email** rcapone@letsgolearn.com**Company****Quotation Prepared for:**

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

**Item Breakdown**

Qty	Item Description	Term	Unit Price	Total	Taxable Item
4520	DOMA/ADAM Combo	1 Year	\$7.00	\$31,640	<input type="checkbox"/>
4900	DORA	1 Year	\$7.00	\$34,300	<input type="checkbox"/>
2930	LGL Math Edge Upgrade	1 Year	\$26.00	\$76,180	<input type="checkbox"/>
2600	ELA Edge Upgrade	1 Year	\$26.00	\$67,600	<input type="checkbox"/>
380	Add DORA Spanish to DORA English	1 Year	\$3.50	\$1330	<input type="checkbox"/>
0	Data Portal Silver Package		\$4,500.00	\$0	<input type="checkbox"/>
0			\$0.00	\$0	<input type="checkbox"/>
0			\$0.00	\$0	<input type="checkbox"/>
0			\$0.00	\$0	<input type="checkbox"/>
0			\$0.00	\$0	<input type="checkbox"/>

<b>Connection of Program</b>	\$0	<b>Total</b>	\$211,050.00
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**Comments**

- \* 4520 student licenses for the Adaptive Diagnostic Assessment of Math (ADAM)
- \* 2930 Math Edge upgrade licenses
- \* 4900 student licenses for the Diagnostic Online Reading Assessment (DORA)
- \* 2600 ELA Edge upgrade licenses
- \* 380 DORA Spanish add on for Cesar Chavez Language Academy
- \* Silver Data Portal Reports Package (Includes push reporting)
- \* Licenses are good for 1 year from date of purchase

All quotations are good for 60 days. Fax: 415-367-4569  Let's Go Learn Cust. Service: 888-618-7323 **Order Authorization: X** \_\_\_\_\_ **Printed name:** \_\_\_\_\_ **Date:** \_\_\_\_\_By signing you are authorizing this quote to become an order of Let's Go Learn products and services. And you agree to the standard terms of use published at: (<http://www.letsgolearn.com/lgl/site/terms/>)





## SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Collaborative Solutions for Charter Authorizers, 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 11 9 5114

Funding Category: ☒ X Base ☐ Supplemental ☐ Concentration

☐ Restricted:

☐ Other:

Charter

For Billing (if applicable): ☐ Bill to: Coll (K-6)

Billing frequency: monthly

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

Number of Individuals Served: District Wide

Approved at Site by\*: N/A

Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*:

Date: 7/18/18

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Melanie Martin, Business Services Phone #: 707.528.5381  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7/1/2018 Proposed Contract End Date: 6/30/2019

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:

Pay Contractors monthly bill

(b) CONTRACTOR's Responsibilities and Duties:

Collaborative Solutions for Charter Authorizers (CSCA) will provide support, guidance, and oversight with regard to charter schools for Santa Rosa City Schools. See Attached for scope of work.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 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-Seven Thousand Six Hundred Dollars (\$27,600.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See Attached

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]

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:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

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

Collaborative Solutions for Charter  
Name: Stephanie Farland

Authorizers

Street: 3164 16<sup>th</sup> St.

City/State/Zip: Sacramento CA 95818

Phone: 916 801 7623

Email: Stephanief@charterauthorizers.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: \_\_\_\_\_

Rick Edson

Assistant Superintendent

Signature: 

Print Name: Stephanie Farland

Title: Executive Director

mmartin@srs.k12.ca.us  
707-528-5831

Email: Stephanie@characterizers.com  
Phone: 916.881.7673





Collaborative Solutions  
for Charter Authorizers

### SCOPE OF WORK

Collaborative Solutions for Charter Authorizers (CSCA) can provide the following scope of work to the Santa Rosa City Schools (SRCS) for the fiscal year 2018-19.

1) General Charter Oversight (for all SCRS approved Charters), this includes, but is not limited to:

- Assist (or act as liaison) in communication between District and Charter
- Respond to inquiries and or/issues that may arise at the charter school
- Work with charters and SRCS staff to collect data for oversight pursuant to Ed Code 47605
  - Academic data
  - Measuring progress towards charter's stated goals
  - Ensure applicable areas of compliance are addressed efficiently
  - School site visits
  - Governance data
- Work with charters to ensure they are meeting all state mandated timelines and requirements
- Determine when material revisions are required
- Prepare SRCS staff for their annual visit with each charter school
- Facilitate the sharing of promising practices between charter and districts
- Assist in reviewing charter LCAPS and providing any support around the process of LCAPS

2) Prepare and conduct Board Workshops, as needed.

3) Charter Renewal Review:

Work with District on Charter School renewals and Charter renewal process.

4) Charter Petition Review:

Assist SRCS on review of any new charter petition submissions or requests for Material Revisions.

Fee:

Collaborative Solutions for Charter Authorizers will continue the current fee structure with Santa Rosa City Schools - monthly stipend of \$2300.00 per month, which includes all travel. Contract will run from July 1, 2018- June 30, 2019. Invoices are sent at the end of each month and are payable within 15 days.



## 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 SOCIAL ADVOCATES FOR YOUTH, 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: 01-0500-0-1770-3110-5800-249-4113-\$25K  
01-0500-0-1770-3110-5100-249-4113-\$155K  
01-6387-0-1770-3110-5800-249-5140-\$25K  
01-6387-0-1770-3110-5100-249-5140-\$35K

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration  
☐ Restricted: \_\_\_\_\_ ☒ Other: CTE Incentive Grant \$60K

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: All High Schools: Grades 9-12

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature] Date: 7/10/18

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Debi Batini, C&I Phone #: 707-528-5472  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8-1-2018 Proposed Contract End Date: 6-30-2019

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 11-22-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS's Director of Career Technical Education/College and Career Readiness will work closely with the SAY Work-Based Learning team of professionals to provide access to students, teachers, classrooms, and resources at Elsie Allen, Montgomery, Piner, Maria Carrillo, Santa Rosa and Ridgway during the 2018-2019 school year. Resources will include an assigned desk space in the college & career center per school site to perform the responsibilities and duties outlined below as well as access to restrooms and college and career centers per school site.

SRCS will:

- Support rollout of services and facilitate communication with district administrators, teachers, and staff, at the beginning of school year; and as needed quarterly
- Send introduction email to high school administrators, teachers, and staff introducing work-based learning team of professionals and services offered at the beginning of school year in August.
- Facilitate and schedule meetings with college & career counselor and site administrators at each school at the beginning of school year
- Provide appropriate training in Naviance and other district issued platforms.
- Support work-based learning coordinators and teachers with off-campus activities, event development and evaluation, the distribution and collection of required District documentation and permission slips and provide transportation
- Advocate for work-based learning team in the community, with partner agencies, and at the community of practice meetings.

(b) CONTRACTOR's Responsibilities and Duties:

SAY Work-Based Learning team will provide work-based learning (WBL) services to Elsie Allen, Montgomery, Piner, Maria Carrillo, Santa Rosa and Ridgway during the 2018-2019 school year. Support will be tailored to each school site and planned in conjunction with the Director of CTE/College and Career Readiness, school site administrators, Counselor on Special Assignment, College and Career Counselors, teachers, staff and parents.

The WBL team will:

- Collaborate with teachers, the Counselor on Special Assignment, College and Career Counselors, and District Teachers on Special Assignment (TOSAs) to identify WBL opportunities to enhance units and lessons.
- Identify business and industry professionals to enhance teacher units and lessons.
- Conduct a variety of WBL activities for students, including screening in Naviance, assessments for job readiness, career exploration, and job preparation skills and training.
- In collaboration with teachers and addressing student interest, prepare, select and refer for job shadows, pre-apprenticeship/ internship referrals, and other WBL activities. Collaborate with the teacher and the employer representative to address any on-site questions or issues related to individual WBL referrals.
- Support the coordination of teacher job shadows and externships opportunities.
- Promote WBL opportunities in collaboration with site staff.
- Provide necessary support for successful student participation in WBL activities, including, but not limited to workplace visits, communication to employers, event development and evaluation.
- Maintain a database of industry partners that can support WBL activities in Santa Rosa City Schools. Utilize and contribute to the County-Wide WBL System and industry partner database developed and managed by the CTE Foundation Sonoma County, once system is rolled out and work-based learning coordinators are appropriately trained.

- Participate in quarterly Community of Practice meetings. These meetings will be designed to assist with the sharing of best practices and collaboration to support high-quality instruction utilizing WBL as an instructional strategy. Additionally, the Community of Practice will provide an opportunity for team members to begin archiving processes, tools, and curriculum, which can serve as a resource for other educators.

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 Two Hundred and Forty Thousand Dollars (\$240,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

DISTRICT shall pay CONTRACTOR based upon an invoice from CONTRACTOR at the start of each quarter for services rendered. Payments shall occur on the 8-1-18, 10-1-2018, 1-1-2019, and 4-1-2019.

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?):

Work-based learning is an educational approach that links learning in the workplace to learning in school to engage students more fully and intentionally to promote their exposure and access to future educational and career opportunities. SAY's work-based learning services are aimed at supporting Santa Rosa City School District's LCAP and strategic plan goals of interactive and relevant learning, student wellness and engagement and college and career ready graduates. These experiences are organized as a sequence of experiences along a work-based learning continuum, which includes identification and coordination of appropriate work-based learning opportunities for students by aligning with student's interests and goals. The continuum of work-based learning includes career awareness, career exploration, and career preparation.

Student engagement in WBL activities (CTE and Non-CTE program students) will be tracked and reported quarterly to each high school and to the Director of CTE/College and Career Readiness.

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

redson@srcs.k12.ca.us

**CONTRACTOR:**

Name: Social Advocates for Youth

Street: 2447 Summerfield Road

City/State/Zip: Santa Rosa, CA 95405

Phone: 707-800-3949

Email: katrina.thurman@saysc.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.

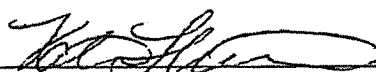
THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201 \_\_\_\_.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

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

Rick Edson

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

Print Name: Katrina Thurman

Assistant Superintendent, Business Services

Title: Chief Executive Officer

redson@srcs.k12.ca.us

Email: katrina.thurman@saysc.org

707-528-5831

Phone: 707-800-3949



1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Provide a private room at each identified school campus for the use of the SAY Mental Health Clinician.
- Provide the Clinician a key to access appropriate school buildings (ex: office, bathrooms, staff breakroom, copy area, etc.)
- Keep in regular communication with SAY's Coordinator of School-Based Mental Health Services concerning the needs of the schools, District, and degree to which the SAY Clinician is meeting schools' needs.
- Keep in regular communication with SAY's Coordinator of School-Based Mental Health Services concerning needs for District surveys, promotional materials, etc.
- Communicate data on student attendance, GPA, suspensions, and other data as needed in support of required outcome measures.
- Compensate SAY for providing mental health services across SRCS campuses over the course of the 2017-2018 school year.
- Provide services to school based on the days per week listed in Appendix A for 41 school weeks.

(b) CONTRACTOR's Responsibilities and Duties:

- Provide a qualified Mental Health Clinician to provide Mental Health Wellness services to students on Santa Rosa City School District's school sites.
- Provide supervision and case-consultation meetings for Mental Health Clinicians on a weekly basis.
- Ensure that the Mental Health Clinician follows the legal, ethical, and professional guidelines of the Mental Health Profession.
- Ensure that the scope of responsibilities of the Mental Health Clinician is consistent with the school's needs and the individual Mental Health Clinician's level of training and experience.
- Ensure that the Mental Health Clinician responds to the students at SRCS campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.
- Report on a quarterly basis on the status of outcomes to the District

Keep in regular communication with the District about needs, policies, and status of the program.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2018, and will continue through May 31, 2019, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Seven hundred fifty thousand, two hundred thirty Dollars (\$750,230). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See Appendix A for number of days a week and costs per school. Invoices sent quarterly.

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

The Vendor shall create a metric around the use of individual student data as well as aggregate for each school served and total District. The metric will gather baseline data in the following areas: grades, attendance and behavior. The data will be gathered every 6-8 weeks depending on the school's grading cycle and reviewed for improvements in these areas.

The baseline data provided from the school of service shall be provided to the Vendor within with-in two weeks of beginning services.

Individual students will be evaluated every 6 to 8 depending on the grading cycle appropriate for each school. The Vendor will present to the administrator or designee or designated "team" the progress for each case during the 6-8 week interval. Continued enrollment in the program past 6 to 8 weeks must be authorized by the local administrator in partnership with the local counseling staff after reviewing the data collected. The Vendor and site administrator will develop this approval process.

Minutes of these meetings will be the responsibility of the local administrator to collect and archive.

The metrics for grades used for baseline and improvement data at the elementary level shall be teacher recommendation, comments or grades. At the secondary level, they shall be based on progress reports, the number of D's and F's, or GPA whichever is appropriate. For absences, total absenteeism will be used i.e. all absences and as well as tardies excluding school business will be counted. Discipline at the elementary level shall be referrals to the offices or teacher notifications or teacher comments. For secondary discipline data shall include referrals, suspensions, or behavior interventions.

The Vendor shall report data to the Assistant Superintendent for Student and Family

Services once after semester 1 approximately in January or February and at the end of the year collection in mid-June.

The Vendor shall be available for possible board presentation on the data in June or in early August for continuation with the contract.

Final payments for invoices may be withheld by the District pending receipt of the twice yearly reports.

Student data will be collected and evaluated every 6-8 weeks to monitor students served through SAY. This service is intended to assist in the increase of P1 and P2 attendance by 0.5% across grade spans 7-12 with a target rate of 97%.

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@srgs.k12.ca.us](mailto:mmartin@srgs.k12.ca.us)

**CONTRACTOR:**

Katrina Thurman, CEO

Social Advocates for Youth

2447 Summerfield Drive

Santa Rosa, CA 95403

707-544-3299

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

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

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

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



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

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

**DISTRICT**

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

Rick Edson  
Typed Name

Assistant Superintendent Business Services  
Title

707-528-5831  
Telephone Number

**CONTRACTOR**

By:   
Signature

Katrina Thurman  
Typed Name

Chief Executive Officer  
Title

(707)800-3949  
Telephone Number

# Appendix A

2018-2019 SAY School-Based Mental Health Assignments										
	Schools	Total Days of S.A.Y.	District Purchase	Cost (\$20,782 Per day)	Funding Source	Additional Fire Response Days	Cost (\$20,782 Per day)	Funding Source	School Purchase (Site LCAP)	Cost (\$20,782 Per day)
Elementary Schools	Albert Biella	1	1	\$20,782					0	
	Abraham Lincoln	1	1	\$20,782					0	
	Brook Hill	1	1	\$20,782					0	
	Helen Lehman	1.5	1.5	\$31,173					0	
	Hidden Valley	2	1	\$20,782		1	\$20,782		0	
	James Monroe	1	1	\$20,782					0	
	Luther Burbank	1	1	\$20,782					0	
	Proctor Terrace	1	1	\$20,782					0	
	Steele Lane	1	1	\$20,782					0	
	<b>Total Elementary:</b>	<b>10.5</b>	<b>9.5</b>	<b>\$197,429</b>	<b>LCAP E202</b>	<b>1</b>			<b>0</b>	
Charter Schools	French American	1	1	\$20,782					0	
	Arts Charter	1	1	\$20,782					0	
	Cesar Chavez	1	1	\$20,782					0	
	<b>Total Charters:</b>	<b>3</b>	<b>3</b>	<b>\$62,346</b>	<b>Charter</b>				<b>0</b>	
Secondary Schools	Herbert Slater	2	2	\$41,564					0	
	Hilliard Comstock	2	2	\$41,564					0	
	Rincon Valley/ SRAC	3	1	\$20,782		2	\$41,564		0	
	Santa Rosa Middle	2	2	\$41,564					0	
	Elsie Allen	2	2	\$41,564					0	
	Maria Carrillo	3	1	\$20,782		2	\$41,564		0	
	Montgomery	3	2	\$41,564					1	20,782
	Piner	3.6	2	\$41,564					1.6	33,251
	Ridgway High	2	2	\$41,564					0	
	<b>Total Secondary:</b>		<b>16</b>	<b>\$332,512</b>	<b>LCAP H211</b>	<b>4</b>	<b>\$103,910</b>	<b>Fire Grant</b>	<b>2.6</b>	<b>54,033</b>
<b>SRCS Total Service Days</b>			<b>28.5</b>			<b>5</b>			<b>2.6</b>	

Elementary	9.5	\$197,429
Charter	3	\$62,346
Secondary	16	\$332,512
Fire Response	5	\$103,910
Site Purchased	2.6	\$54,033
<b>Total 33.5 days</b>	<b>36.1</b>	<b>\$750,230</b>

01-0500-0-1140-1000-5850/5150-119-E202  
01-0000-0-9240-7200-5800/5100-392-5192  
01-0500-0-1140-1000-5850/5150-249-H211  
01-9028-0-1157-1000-5800/5100-396-0000  
Site LCAP Budgets



**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 On the Move, 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

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**SCHOOL SITE/DEPARTMENT USE ONLY**

Funding Source: No cost to the District

Funding Category:    ☐ Base    ☐ Supplemental    ☐ Concentration  
                                 ☐ Restricted: \_\_\_\_\_ ☒ Other NONE

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: \_\_\_\_\_  
                                 \*\*Signature-DISTRICT OFFICE DEPT.

---

Contract Created by: Steve Mizera, Assistant Superintendent, SAFS    Phone #: 528-5272  
                                 Name of SRCS employee AND dept. or school site

---

Proposed Contract Start Date: 7-25-18    Proposed Contract End Date: 6-10-19

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:

The District shall assist OTM in the goals of their organization by providing data, student access, facility shared use and other arrangements as a "Partner" so they may provide the outcomes describe in section 4 of this agreement.

- The district shall allow room 43 at Cook Middle School from the hours 11-5 pm each school day .
- The District shall allow where feasible and without impacting existing school programs, ad additional room space to meet with students. This includes shared space with Via Esperanza and in agreement with the site principal
- The District shall allow OTM to access other facilities for any larger meetings to reach the goals outlined in #4 but no more than four (4) after school events per school year.

(b) CONTRACTOR's Responsibilities and Duties:

On The Move will design and implement the *La Plaza* Project, a Latino-focused Center that emphasizes the use of cultural strengths to raise awareness and reduce mental health stigma. OTM is responsible to:

- Design and co-host culturally appropriate wellness activities for Santa Rosa City Schools students and their families.
- Identify and employ community members, some of whom will be youth, to become event and project leads for *La Plaza* activities
- Offer at least 25 hours of programming each month targeted to families in the Roseland area whose children attend Cesar Chavez Charter Elementary School and Cook Elementary
- Utilize the school network to reach out to parents and family members, as well as to middle school youth in order to create a resilient new community as these two schools prepare to co-locate on the same campus.
- Create an effective data collection system, analyze findings and apply learnings to programming.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 25, 2018, and will continue through June 10, 2019, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, However at the time of this contract there is no renewal expected.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Zero Dollars (\$\_0.0). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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"

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

On The Move  
780 Lincoln Avenue  
Napa, CA 94558  
707-251-9432  
diana@onthemovebayarea.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**

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

Rick Edson  
Typed Name

Assistant Superintendent Business Services  
Title

707-528-5831  
Telephone Number

**CONTRACTOR**

By: Alissa dy Abdo  
Signature

Alissa Abdo  
Typed Name

Executive Director  
Title

707-251-9432  
Telephone Number

No Charge to the Vendor

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?):

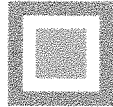
As a result of the *La Plaza* Project, On The Move expects the following outcomes:  
--150 Latino community members will be engaged in cultural activities that support mental health in the first 6 months (January – June 2019).  
-- 10 community members, some of whom will be youth, will be equipped to become event and project leads for *La Plaza* activities.  
--*La Plaza* participants will report increased connection, coping skills, resilience, cultural identity and community, all key assets that address mental health.  
Participating students will be evaluated on improvements in Grades, Attendance or Behaviors.

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



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Rosa City Schools ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2018 through June 30, 2019:

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

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

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

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

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

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

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for

Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

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

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

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

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

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

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

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

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

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

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

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

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

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

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

Santa Rosa City Schools

Fagen Friedman & Fulfrost LLP


\_\_\_\_\_  
*Type or Print Name*

Chris Keeler  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Type or Print Title*

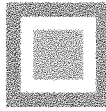
Managing Partner  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*District Authorized Signature*

  
\_\_\_\_\_  
*Signature*

DATE: \_\_\_\_\_

DATE: June 5, 2018



Fagen Friedman & Fulfroft LLP

**PROFESSIONAL RATE SCHEDULE**

**Santa Rosa City Schools**  
***July 1, 2018 through June 30, 2019***

**1. HOURLY PROFESSIONAL RATES**

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

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

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

**2. ON-SITE LEGAL SERVICES**

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

**3. COSTS AND EXPENSES**

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

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



DANNIS WOLIVER KELLEY

Attorneys at Law

**MARK W. KELLEY**

Attorney at Law

mkelley@DWKesq.com

**San Francisco**

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May 15, 2018

Diann Kitamura  
Superintendent  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

Re: 2018 - 19 Agreement for Professional Services

Dear Ms. Kitamura:

Thank you for the opportunity to provide legal advice and counseling services to the Santa Rosa City Schools. As a law firm that specializes in representing school and community college districts, we understand the vital role our services play in the important work you do.

In recognition of the financial challenges you face, DWK has not raised their hourly rate ranges in the last three years. For 2018-19, our rate ranges are increasing slightly. Attorneys on your team may increase in a range from zero to \$15/hr. We will continue to offer the District the efficient and prompt service you have come to expect.

We look forward to serving the District in the coming school year. Please sign both originals of the agreement, insert the date of Board approval, and return one signed original to our office in the envelope provided.

Best regards,

DANNIS WOLIVER KELLEY

  
Mark W. Kelley

MWK:bdb  
Enclosures

SAN FRANCISCO  
275 Battery Street  
Suite 1150  
San Francisco, CA 94111  
TEL 415.543.4111  
FAX 415.543.4384

LONG BEACH  
115 Pine Avenue  
Suite 500  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

SAN DIEGO  
750 B Street  
Suite 2310  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

SAN RAFAEL  
4040 Civic Center Drive  
Suite 200  
San Rafael, CA 94903  
TEL 415.543.4111  
FAX 415.543.4384

CHICO  
2485 Notre Dame Boulevard  
Suite 370-A  
Chico, CA 95928  
TEL 530.343.3334  
FAX 530.924.4784

SACRAMENTO  
555 Capitol Mall  
Suite 645  
Sacramento, CA 95814  
TEL 916.978.4040  
FAX 916.978.4039

SAN LUIS OBISPO  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
TEL 805.980.7900  
FAX 916.978.4039

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on May 11, 2018, by and between the Santa Rosa City Schools, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2018, through and including June 30, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies; arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.



Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**CONFLICT OF INTEREST.** Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

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

SANTA ROSA CITY SCHOOLS

\_\_\_\_\_  
Diann Kitamura  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
Mark W. Kelley  
Attorney at Law

5/15/18  
\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

# **CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT**

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

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

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

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

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

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

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

## **I. CSBA RESPONSIBILITIES**

CSBA agrees to the following:

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

## **CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT**

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

### **II. DISTRICT RESPONSIBILITIES**

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

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

## **CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT**

in a single request submitted by District, that District needs to develop a new District Manual.

- h. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's written consent.

### **III. FEES AND PAYMENT SCHEDULE**

- a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of \$4,050.00 to CSBA, based on the CSBA payment schedule for Manual Maintenance Service.
- b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.
- c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

### **IV. TERM**

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

### **V. COPYRIGHT**

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

## **CALIFORNIA SCHOOL BOARDS ASSOCIATION MANUAL MAINTENANCE SERVICE AGREEMENT**

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

### **VI. DISCLAIMER OF WARRANTY**

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

### **VII. MISCELLANEOUS**

- a. This Agreement and any attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.
- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.
- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
MANUAL MAINTENANCE SERVICE AGREEMENT**

**VIII. CANCELLATION**

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

California School Boards Association

Santa Rosa City Schools

\_\_\_\_\_  
Robert Tuerck

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Assistant Executive Director, Policy &  
Governance Technology Services  
\_\_\_\_\_  
Title of Official

\_\_\_\_\_  
Title of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# **CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT**

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

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

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

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

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

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

## **I. CSBA RESPONSIBILITIES**

CSBA agrees to the following:

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

## **II. DISTRICT RESPONSIBILITIES**

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

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

## **CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT**

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

### **III. FEES AND PAYMENT SCHEDULE**

- a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of \$3,695.00 to CSBA, based on the CSBA payment schedule for GAMUT Online Service.
- b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.
- c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

### **IV. TERM**

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



**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT ONLINE SERVICE AGREEMENT**

**V. COPYRIGHT**

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

**VI. DISCLAIMER OF WARRANTY**

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

**VII. MISCELLANEOUS**

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

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT ONLINE SERVICE AGREEMENT**

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

**VIII. CANCELLATION**

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

California School Boards Association

Santa Rosa City Schools

\_\_\_\_\_  
Robert Tuerck

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Assistant Executive Director, Policy &  
Governance Technology Services  
Title of Official

\_\_\_\_\_  
Title of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



May 21, 2018

Superintendent and Board President  
Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95401-4320

Dear Superintendent and Board President,

Please find enclosed your 2018-19 dues invoice. We deeply appreciate your contributions to CSBA and the difference they make for California's public schools. The efforts of the Santa Rosa City Schools and your fellow CSBA members play a crucial role in our success and we hope we can count on your continued support.

The past 12 months contained too many victories to recount here, but among the highlights:

- Years of advocacy resulted in the passage of Senate Bill 751, CSBA-sponsored legislation to fix the reserve cap.
- We stopped a host of bills that would have cost school districts and COEs more than \$500 million and withheld the equivalent of \$275 to \$435 ADA in Proposition 98 payments.
- Our lobbying efforts against SB 328 stalled a bill that would have undermined local control by mandating earlier school start times statewide.

We can only expand on this work in partnership with our members. Nearly 1,000 educational agencies rely on our wide range of services, including legislative and legal advocacy, leadership development, board policy development and maintenance, policy research and guidance, media and community relations, and district services and financial programs. The enclosed overview of CSBA's 2017-18 accomplishments and information about our Education Legal Alliance illustrate how your membership creates invaluable educational opportunities for students.

CSBA is *your* organization! We encourage you to contact us with your member needs at 800- 266-3382 or [csba@csba.org](mailto:csba@csba.org). For reference, you are in CSBA Region 3. The CSBA Director providing leadership and support in your region is A.C. Ubalde of the Vallejo City USD.

Your continued membership enables CSBA to provide the best services and support for you and your students. Thank you for your dedication to your community and to California's public schools.

Sincerely,

Mike Walsh  
CSBA President

Enclosures

# SCHOOL CLINIC AGREEMENT

This Agreement is entered into by and between Santa Rosa School District ("School District") and Santa Rosa Community Health Centers (SRCHC) on the 1st day of July, 2018.

## ARTICLE I

### RECITALS

- 1.1 Santa Rosa School District. School District is responsible for providing oversight to the public schools in Santa Rosa and, as a result, oversees the operations at Elsie Allen High School.
- 1.2 Santa Rosa Community Health Centers. SRCHC is a licensed community clinic. As part of its mission, SRCHC desires to ensure that teenagers obtain reasonable access to quality health care.
- 1.3 Elsie Allen High School. Elsie Allen High School ("High School") is located within SRCHC community and, therefore, represents an opportunity for SRCHC to assure equal access to quality health care for middle and high school students attending Santa Rosa City Schools and Santa Rosa area schools. School District has authorized and established a school clinic at High School, which would benefit from services SRCHC could provide.
- 1.4 Purpose of this Agreement. The purpose of this Agreement is to set forth the terms and condition pursuant to which SRCHC will provide services to a school clinic at High School.

## ARTICLE II

### RESPONSIBILITIES OF SCHOOL DISTRICT

- 2.1 Authority to Establish School Clinic. School District acknowledges that SRCHC is licensed to establish a school clinic and is qualified to manage and staff such a clinic. School District has authority to establish a school clinic and will ensure that High School affords the space, utilities, and support services (e.g., maintenance and custodial services) reasonably necessary for an efficient school clinic, but limited to cleaning practices consistent with district standards for a-high school health office. SRCHC may supplement the cleaning services at its own cost and will ensure compliance with all District requirements regarding the use of chemicals on school site. Disposal of restricted medical waste shall be the responsibility of SRCHC as shown in Exhibit A.
- 2.2 Commitment to School Clinic. While SRCHC understands that there is no guarantee that the school clinic can be supported indefinitely, School District represents that it shall not eliminate the school clinic without good cause and without reasonable notice to SRCHC. In that regard, School District acknowledges that SRCHC will be incurring costs in

regard to the school clinic that would be justified by the community benefit over time that the school clinic could realize.

- 2.3 General Comprehensive Liability Insurance. School District agrees that it shall carry general comprehensive liability insurance in customary amounts for the High School premises, which shall extend to include the school clinic.
- 2.4 Indemnification of SRCHC. School District shall indemnify and hold SRCHC harmless from and against any loss or liability, including attorney's fees, it may incur as a result of negligent acts of School District and/or High School.

### ARTICLE III

#### SRCHC RESPONSIBILITIES

- 3.1 Operate School Clinic. SRCHC shall establish and operate a primary care clinic at High School offering the services set forth in Exhibit A, attached hereto and incorporated herein by reference.
- 3.2 Staff School Clinic. Operation of the school clinic shall include providing professional and clerical staff necessary to the efficient operation of a school clinic. SRCHC shall coordinate and supervise its employees and agents who provide such services. In that regard, SRCHC contemplates that staff for the school clinic may include registered nurses, nurse practitioners, physicians, counselors, medical assistants, outreach educators, security guard and receptionists. SRCHC shall be responsible for providing its employees with salary and benefits.
- 3.3 Employment Provisions. The parties agree all persons performing services under this Agreement shall comply with all applicable laws and policies of:
- (1) Screening in accordance with Education Code Section 45122.1 in that the Department of Justice has ascertained that the person has not been convicted of a felony.
  - (2) Compliance with the Santa Rosa City Schools Board of Education policies that relate to Sexual Harassment, Child Abuse Reporting, Non-Discrimination, and Hazing.
  - (3) Compliance with Title VI of the Civil Rights Act of 1965 (42 U.S.C. 2000d through 2000d4 prohibiting race discrimination, Title IX of the Education Amendments of 1972 (20U.S.C. 794 prohibiting handicap discrimination), the Age Discrimination Act 42 U.S.C. 6101 et seq. prohibiting age discrimination), and the federal regulations adopted to implement these acts.
- 3.4 Dedication of Time. SRCHC shall devote a minimum of twenty (20) hours per week to the operation of the school clinic. SRCHC shall establish a schedule whereby the school clinic will be open a minimum of three (3) days per week throughout the calendar year. Hours of operation to be approved by the Elsie Allen High School principal.
- 3.5 Assume Normal Operating Costs for Term of this Agreement. SRCHC shall assume normal operating costs for the school clinic, during the term of this Agreement. Since

utility services are not separately metered, SRCHC agrees to reimburse the District \$200 per month to help offset utility expenses.

- 3.6 Professional Liability Insurance. SRCHC agrees that it will procure and maintain (or cause to be procured and maintained) medical professional liability coverage covering SRCHC, its officers, agents and employees for all operations and services performed by SRCHC staff at the school clinic. Such insurance shall cover the School District, SRCHC and its officers, agents and employees for liability due to bodily injury or property damage resulting from any act or omission in the rendering of, or failure to render, professional health care or other related services at, or in any way connected with the school clinic. Such insurance shall be written on an "occurrence" basis and shall provide limits of not less than \$1 million per occurrence. A certificate naming the School District as an additional insured shall be provided to the School District prior to the effective date of this Agreement.
- 3.7 Workers' Compensation and General Liability Insurance. SRCHC shall carry Workers' Compensation coverage for all employees of SRCHC, including those SRCHC employees working at the school clinic. Additionally, SRCHC shall maintain during the term of this Agreement comprehensive general liability insurance, which extends to cover SRCHC's activities at the school clinic. This policy shall protect the School District, its officers, agents and employees against liability for bodily injuries, death or property damage arising out of SRCHC performance or rendering of services at the school clinic. SRCHC shall provide a certificate naming School District as an additional insured for such coverage and, further, shall provide notice to School District of any material adverse modification or cancellation of such coverage at least thirty (30) days prior to its effectiveness.
- 3.8 Indemnification of School District. SRCHC shall indemnify and hold School District harmless from and against any loss or liability, including attorney's fees, it may incur as a result of SRCHC's provision of professional services at the school clinic.

#### **ARTICLE IV**

##### **TERM AND TERMINATION**

- 4.1 Term. The term of this Agreement shall be July 1, 2018 through June 30, 2024 unless the entire Agreement is terminated prior to that date in accordance with applicable provisions of this Agreement.
- 4.2 Termination. Either party may terminate this Agreement at any time and for any reason on thirty (30) days prior written notice to the other party.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

- 5.1 Amendment. This Agreement may be amended only by a written document executed by both parties hereto, and any attempted amendment of any provision of this Agreement in any other form shall be of no legal effect.
- 5.2 Entire Agreement. This Agreement supersedes all previous understandings and agreements, whether written or oral, between the parties hereto with respect to any of the subject matter of this Agreement, and constitutes the complete and entire Agreement between the parties.
- 5.3 Maintenance, Retention, and Inspection of Records. School District shall provide space for the storage of records pertaining to care provided in the school clinic. SRCHC shall be responsible for the maintenance of such records. Access to medical records shall be governed by laws and regulatory requirements of medical practice and FQHC licensing.
- 5.4 Notices. Any and all notices required under this Agreement shall be in writing and shall be sent, postage prepaid, to the following addresses or such other address as noticed by either of the parties:

School District: Santa Rosa School District  
211 Ridgway Avenue  
Santa Rosa, CA 95401  
Attn: Associate Superintendent for Business

SRCHC: Santa Rosa Community Health Centers  
3569 Round Barn Circle  
Santa Rosa, CA 95403

- 5.5 Operation in Compliance with Laws. All applicable provisions of law and regulation of any and all governmental authorities relating to licensing and operation of the school clinic shall be fully complied with by both parties.

5.6

SCHOOL DISTRICT  
Santa Rosa School District

SRCHC  
Santa Rosa Community Health Centers

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: CEO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: August 15, 2001

AMENDMENT TO AGREEMENT -BOARD APPROVAL: March 13, 2002

RENEWAL OF AGREEMENT –BOARD APPROVAL: May 28, 2003

RENEWAL OF AGREEMENT - BOARD APPROVAL: May 11, 2005

RENEWAL OF AGREEMENT – BOARD APPROVAL: June 13, 2007

RENEWAL OF AGREEMENT - BOARD APPROVAL: April 22, 2009

RENEWAL OF AGREEMENT –BOARD APPROVAL: July 27, 2011

RENEWAL OF AGREEMENT - BOARD APPROVAL: July 25, 2012

RENEWAL OF AGREEMENT - BOARD APPROVAL: June 20, 2018

APPROVED AS TO

FORM RESIG, 6/3/05



## EXHIBIT A

### SERVICES TO BE PROVIDED

Whenever possible, parental or guardian consent will be obtained for all services unless otherwise specified. However, if a student asks to be seen for a "sensitive service" and is unable or unwilling to obtain parental consent, the health center will provide services to the student in accordance with the California Minor Consent Laws (Family Code Sections 6924-6929). Sensitive services include pregnancy testing, reproductive health education and services, testing and treatment for sexually transmitted diseases and HIV testing and health education. The Elsie Allen Health Center will adhere to medical consent for treatment laws for all services provided.

The provider will recommend that the student discuss the matter with a parent, and if that is not possible, with another adult. A consent form will be sent home with the student to facilitate discussion and encourage parental involvement.

Services Authorized Under This Agreement Are:

1. General primary care and treatment of minor illnesses and minor injuries consistent with that appropriate to a clinic setting.
2. Routine physical examinations, including sports physicals.
3. Screening exams and test include:
  - Vision and hearing testing
  - TB testing
  - HIV testing
  - Pregnancy testing
  - Pap smears
  - STD testing
  - Diabetes tests
4. Diagnosis and treatment of sexually transmitted diseases
5. Routine immunizations
6. Human Papillomavirus Vaccine, with written parental consent for minors under the age of 18
7. Basic laboratory tests.
8. Prescription and dispensing of select medications for treatment.
9. Prescription and dispensing of contraceptive methods.
10. Health education and prevention programs including oral health prevention such as teeth cleaning.
11. Mental Health Counseling
12. Referrals for illness/condition not suitable for diagnosis and/or treatment in a school clinic setting.
13. Disposal of restricted medical waste generated by the clinic operation.

Amendment to Agreement - Board Approved: March 13, 2002; Renewal of Agreement -Board Approved: May 28, 2003; Renewal of Agreement -Board Approved: May 11, 2005; Renewal of Agreement-Board Approved: June 13, 2007; Renewal of Agreement- Board Approved: April 22, 2009; Renewal of Agreement- Board Approved: July 27, 2011; Renewal of Agreement- Board Approved: July 25, 2012; Renewal of Agreement- Board Approved: June 20, 2018