



SONOMA STATE UNIVERSITY

School of Education
1801 East Cotati Ave
Rohnert Park, CA 94928
(707) 664-3115
www.sonoma.edu/education/

November 13, 2018

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

Dear Superintendent Kitamura:

Enclosed you will find an addendum to the current fully executed student teaching agreement between Sonoma State University and Santa Rosa City Schools from July 1, 2018 through June 30, 2020.

Due to available funding this year, we are able to increase the rate of payment to the district for each full-time student teacher from \$100 to \$150, as outlined in the addendum.

Please certify and sign both copies of the addendum and return to the School of Education in the enclosed postage paid envelope. As soon as the addendum has been signed by Sonoma State's Buyer, you will receive a fully executed, signed original for your records. Your prompt attention would be appreciated.

We greatly value the collaborations we have with your District.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle Graff", written over the printed name.

Gayle Graff
Administrative Manager
Sonoma State University
School of Education
1801 East Cotati Ave.
Rohnert Park, CA 94928

AMENDMENT NO. 1
SONOMA STATE UNIVERSITY
STUDENT TEACHING AGREEMENT

This certain Agreement, entered into between the Trustees of the California State University, on behalf of the State of California, through Sonoma State University. Hereinafter called University and Santa Rosa City Schools, hereinafter called the District is hereby amended as follows:

SPECIAL PROVISIONS, Change the second sentence to read as follows:

Pending no further budget reductions, the University shall pay District for such completed services at the RATE AND AMOUNT OF \$150.00 per full-time student teacher (10 or more units).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
SONOMA STATE UNIVERSITY
1801 East Cotati Avenue
Rohnert Park, CA 94928

BY: _____
Jenifer Barnett
Administration and Finance

and

Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa CA 95401

BY: _____

TITLE: _____

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____
(month/day/year)

"It was moved, seconded and carried that the attached contract with Sonoma State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the _____ is hereby authorized to execute the same."

(DISTRICT)

(COUNTY)

By: _____
Clerk, Secretary (strike one) of the Governing Board of the School District

Santa Rosa City Schools Rental #FA-3640

ADDENDUM

Santa Rosa City Schools (Renter) responsibilities and duties;

INSURANCE

1. Renter shall provide the City of Santa Rosa a "Certificate of Insurance in the amount of \$1,000,000.
Certificate Holder; **CITY OF SANTA ROSA**
Its officers, Agents, employees & volunteers
2060 West College Avenue
Santa Rosa, CA 95401
2. In addition, the City of Santa Rosa, must be listed as "Additional Insured" on the corresponding Endorsement page, with the following exact wording;
Additional Insured – Managers or lessors of premises
City of Santa Rosa, its officers, agents, employees and volunteers.

COACHES

1. During Renters use of Facilities for Program Renter shall have on deck at Facilities, at its own expense, one person, approved by City, possessing the following current certifications: Current Standard First Aid/CPR and Safety Training for Swim Coaches or Lifeguard Training. All Renter personnel on duty at the Facilities are required to possess the above referenced certificates. Prior to use of any such personnel at Facilities, Renter shall supply City, in writing, with their names and copies of certifications of such personnel. City shall have the right to reject any person whom City reasonably believes does not possess the necessary skills or qualifications to assure the safe use of Facilities. Renter coaches shall cooperate with City staff regarding the supervision and appropriate use of the Facilities.
2. Coaches shall enforce and obey all posted Facilities safety rules and other rules that pertain to the use of the Facilities.

STUDENTS

1. Students shall check-in at the front desk and will not be permitted on the deck or in the water until a Renter COACH is on deck and a City lifeguard on duty.
2. Students will provide their own towel and leave the locker room clean and free of belongings and litter after each use. There is no overnight locker use.
3. Students will take all personal swim bags to the deck and not leave personal belongings in the locker rooms.
4. Students must abide by all posted pool rules and follow the direction of the City Lifeguard.

SCHEDULE

1. All practices and swim meets must fall within the days/times and lane space listed on the Facility Rental Permit for Finley (see attached), and listed on Exhibit A for Ridgway (see attached).
2. Additional days/time and lane space, if available, must be requested 48 hours in advance and be approved by the Aquatic Supervisor.

FINANCIAL PROVISIONS

Financial transactions related to this Facility Rental Permit and Addendum shall be conducted as follows;

1. For use of Finley Aquatic Center during the dates and times set forth above, the Renter promises to pay to the City the total sum listed above, section v) Payment Method.
2. Any additional days/times, not covered in Facility Rental Permit #FA-3640, may be requested by the Renter, and if available will be billed at an additional \$120.00 per hour.
3. Renter must contact City staff 48 hours prior to a change of booking to receive a full refund for bookings taking place at Finley Aquatic Center. Full rate will be charged for any changes with less than 48 hours notice.

4. Payment shall be paid by Renter 30 days after invoice has been received by Renter.
- Finley Aquatic Center fee will be calculated at the end of the swim season in May with invoice sent out in June, 2019. Fee for 2019 season shall not exceed \$20,000.
* Ridgway Swim Center fee will be calculated based on the contractual agreement between the City of Santa Rosa and the Santa Rosa School District with invoice sent out in July, 2019. Fee for the 2019 season shall not exceed \$88,000.

City of Santa Rosa ("City") responsibilities and duties;

1. City shall provide scheduled pool/lane space as outline above in the "Facility Rental Permit".
2. City shall provide certified lifeguards for all practice and meet times listed in this Facility Rental Permit.
3. City shall provide for use;
Ridgway: limited storage space in the deck storage room, and use of City clocks and kickboards & buoys.
Finley: use of City clock, kickboards and buoys. Use of the Birch Room for meetings based on availability and prior approval from City staff.

Exhibit A Ridgway Schedule

- a. **High School Practices** – January 28, 2019, through April 25, 2019.

Days	Times	Lane Space
Monday - Friday	3pm - 5pm	9 Lanes
Monday/Wednesday/Thursday	8pm - 10pm	9 Lanes
Days of Swim Meets	8pm - 10pm	9 Lanes

- b. **High School Practices** – April 29, 2019, through May 11, 2019.

Days	Times	Lane Space
Monday - Friday	3pm - 5pm	7 - 9 Lanes as needed

- c. **Spring Break – Ridgway** – March 18, 2019 to March 22, 2019

Days	Times	Lane Space
Monday - Friday	1pm - 3pm	9 lanes

- d. **2018 Swim Meet Schedule**
See attached Redwood and Oak league schedule

SWIMMING & DIVING SCHEDULE 2018-2019
Original 11/26/18 - Updated 12/10

Practice Starts: January 28, 2019

Spring Breaks:

**Santa Rosa City, Windsor, Rancho
Cotate, Analy, El Molino, Healdsburg &
Cardinal Newman - 3/18-3/22
Ukiah - 4/15-4/19**

Thursday, March 14

**Elsie Allen @ Rancho Cotate (Honeybee)
Healdsburg @ Piner (Finley)**

Friday, March 15

El Molino @ Cardinal Newman (SRJC)

Thursday, March 28

**Elsie Allen @ Healdsburg (Healdsburg)
Cardinal Newman @ Rancho Cotate
(Honeybee)
Piner @ El Molino (Ives)**

Thursday, April 4

**Rancho Cotate @ Healdsburg (Healdsburg)
El Molino @ Elsie Allen (Finley)
Cardinal Newman @ Piner (Ridgway)**

Thursday, April 11

**Piner @ Elsie Allen (Finley)
Rancho Cotate @ El Molino (Ives)**

Friday, April 12

Healdsburg @ Cardinal Newman (SRJC)

Thursday, April 18

**Piner @ Rancho Cotate (Honeybee)
Elsie Allen @ Cardinal Newman (SRJC)
Healdsburg @ El Molino (Ives)**

SRJC HS Invite Saturday March 2nd

NBL Meet Host – Santa Rosa

**NBL Seeding Meeting - Monday April 22,
2018 @ 7pm**

**Oak & Redwood League Championship
Meet @ SRJC–**

- Friday April 26, 2019 - prelims
warm-up 11-11:45 - start 12pm
- Saturday April 27, 2019 – Warm-up
9-9:45 - start 10am

**Deadline for League Meet Qualifiers –
Saturday April 20, 2019**

NCS Entries April 28, 2019

NCS Seeding Meeting 29, 2019

NCS Meet – May, 2, 3, 4 2019

State Meet - May 10-11, 2019

Pool Times for Meets:

El Molino- Ives - 3:30/4

Finley – 2:30/3

Ridgway – 2/2:30

Rancho Cotate - 2/2:30

Healdsburg – 3:30/4

Cardinal Newman - SRJC - 3:30/4

SRCS Diving Practice: TBD

NOTE:

**There can be no meets at Finley after April
18, 2019.**

Parking fee at SRJC

SWIMMING & DIVING SCHEDULE 2018-2019

Original 11/26/18 - updated 12/14/18

Practice Starts: January 28, 2019

Spring Breaks:

**Santa Rosa City, Windsor, Rancho
Cotate, Analy, El Molino, Healdsburg &
Cardinal Newman - 3/18-3/22
Ukiah - 4/15-4/19**

Tuesday, March 5

Ukiah @ Windsor (Healdsburg)

Tuesday, March 12

**Montgomery @ Windsor (Healdsburg)
Santa Rosa @ Ukiah (Ukiah)**

Friday, March 15

Maria Carrillo @ Analy (Ives)

Tuesday, March 26

**Montgomery @ Santa Rosa (Ridgway)
Ukiah @ Maria Carrillo (Finley)**

Wednesday, March 27

Analy @ Windsor (Healdsburg)

Tuesday, April 2

**Windsor @ Santa Rosa (Ridgway)
Maria Carrillo @ Montgomery (Finley)
Analy @ Ukiah (Ukiah)**

Tuesday, April 9

**Ukiah @ Montgomery (Finley)
Windsor @ Maria Carrillo (Ridgway)**

Friday, April 12

Santa Rosa @ Analy (Ives)

Tuesday, April 16

Santa Rosa @ Maria Carrillo (Ridgway)

Wednesday, April 17

Montgomery @ Analy (Ives)

SRJC HS Invite Saturday March 2nd

NBL Meet Host – Santa Rosa

**NBL Seeding Meeting - Monday April 22,
2018 @ 7pm**

**Oak & Redwood League Championship
Meet @ SRJC–**

- Friday April 26, 2019 - prelims
warm-up 11-11:45 - start 12pm
- Saturday April 27, 2019 – Warm-up
9-9:45 - start 10am

**Deadline for League Meet Qualifiers –
Saturday April 20, 2019**

NCS Entries April 28, 2019

NCS Seeding Meeting 29, 2019

NCS Meet – May, 2, 3, 4 2019

State Meet - May 10-11, 2019

Pool Times for Meets:

Analy - Ives - 3:30/4

Finley – 2/2:30

Ridgway – 2/2:30

Ukiah – 3:30/4

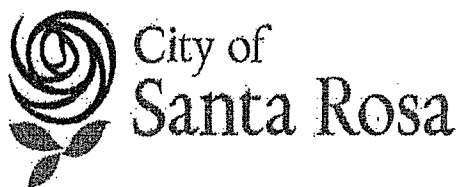
Windsor – 3:30/4

SRCS Diving Practice: TBD

NOTE:

**There can be no meets at Finley after April
18, 2019.**

Parking fee at SRJC



Rental Permit

Santa Rosa Recreation and Parks, 2060 West College, Santa Rosa, CA 95401 hereby grants Santa Rosa City Schools (hereinafter called the "Licensee") represented by Rick Edson, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Permit contained herein and attached hereto all of which form part of this Permit.

Permit

Permit: FA-3640 - Rolled Over from FA-0001: Santa Rosa City Schools **Prepared by:** Brandon Hamann
Date: Dec 13 2018 **Status:** Tentative

Client Information

Name: Rick Edson **Account:** Santa Rosa City Schools
Phone #: **Email:** rickedson@srcs.k12.ca.us
Address: Santa Rosa City Schools, 211 Ridgway Ave, California, 95401

Facility & Extra Summary

Location	Date	Day	Time	Fees	XFees	Disc.	Total
Training Pool - Finley - Finley Aquatic Center	Jan 28 2019	Monday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Jan 28 2019	Monday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Jan 28 2019	Monday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Jan 29 2019	Tuesday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Jan 29 2019	Tuesday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Jan 29 2019	Tuesday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Jan 30 2019	Wednesday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Jan 30 2019	Wednesday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Jan 30 2019	Wednesday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Jan 31 2019	Thursday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Jan 31 2019	Thursday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00

Training Pool - Deep lanes - Finley Aquatic Center	Feb 13 2019	Wednesday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 13 2019	Wednesday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 14 2019	Thursday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 14 2019	Thursday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 14 2019	Thursday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 15 2019	Friday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 15 2019	Friday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 15 2019	Friday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 18 2019	Monday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 18 2019	Monday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 18 2019	Monday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 19 2019	Tuesday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 19 2019	Tuesday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 19 2019	Tuesday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 20 2019	Wednesday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 20 2019	Wednesday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 20 2019	Wednesday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 21 2019	Thursday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 21 2019	Thursday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 21 2019	Thursday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 22 2019	Friday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 22 2019	Friday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 22 2019	Friday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Feb 25 2019	Monday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Feb 25 2019	Monday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Feb 25 2019	Monday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00

Training Pool - Lane 5 - Finley Aquatic Center	Mar 08 2019	Friday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Mar 11 2019	Monday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 11 2019	Monday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 11 2019	Monday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Mar 12 2019	Tuesday	03:00 PM - 06:00 PM	\$360.00	\$0.00	\$0.00	\$360.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 12 2019	Tuesday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 12 2019	Tuesday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Mar 13 2019	Wednesday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 13 2019	Wednesday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 13 2019	Wednesday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Mar 14 2019	Thursday	02:00 PM - 05:00 PM	\$360.00	\$0.00	\$0.00	\$360.00
Training Pool - Finley - Finley Aquatic Center	Mar 14 2019	Thursday	08:00 PM - 10:00 PM	\$252.00	\$0.00	\$0.00	\$252.00
Training Pool - Finley - Finley Aquatic Center	Mar 15 2019	Friday	03:00 PM - 05:00 PM	\$240.00	\$0.00	\$0.00	\$240.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 15 2019	Friday	05:00 PM - 06:00 PM	\$60.00	\$0.00	\$0.00	\$60.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 15 2019	Friday	05:00 PM - 05:30 PM	\$6.00	\$0.00	\$0.00	\$6.00
Training Pool - Finley - Finley Aquatic Center	Mar 18 2019	Monday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 18 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Mar 18 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Mar 18 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 18 2019	Monday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Mar 18 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Mar 19 2019	Tuesday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 19 2019	Tuesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Mar 19 2019	Tuesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Mar 19 2019	Tuesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 19 2019	Tuesday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02

Training Pool - Finley - Finley Aquatic Center	Mar 26 2019	Tuesday	08:00 PM - 10:00 PM	\$252.00	\$0.00	\$0.00	\$252.00
Training Pool - Finley - Finley Aquatic Center	Mar 27 2019	Wednesday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 27 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Mar 27 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Mar 27 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 27 2019	Wednesday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Mar 27 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Mar 28 2019	Thursday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 28 2019	Thursday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Mar 28 2019	Thursday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Mar 28 2019	Thursday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 28 2019	Thursday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Mar 28 2019	Thursday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Mar 29 2019	Friday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Mar 29 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Mar 29 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Mar 29 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Mar 29 2019	Friday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Mar 29 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Apr 01 2019	Monday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Deep lanes - Finley Aquatic Center	Apr 01 2019	Monday	03:30 PM - 05:00 PM	\$90.00	\$0.00	\$0.00	\$90.00
Training Pool - Lane 5 - Finley Aquatic Center	Apr 01 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Apr 01 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Apr 01 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 4 - Finley Aquatic Center	Apr 01 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Apr 02 2019	Tuesday	02:00 PM - 05:00 PM	\$360.00	\$0.00	\$0.00	\$360.00

Training Pool - Lane 3 - Finley Aquatic Center	Apr 10 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Apr 10 2019	Wednesday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Apr 10 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Apr 11 2019	Thursday	02:00 PM - 05:00 PM	\$360.00	\$0.00	\$0.00	\$360.00
Training Pool - Finley - Finley Aquatic Center	Apr 11 2019	Thursday	08:00 PM - 10:00 PM	\$252.00	\$0.00	\$0.00	\$252.00
Training Pool - Finley - Finley Aquatic Center	Apr 12 2019	Friday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Apr 12 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Apr 12 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Apr 12 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Apr 12 2019	Friday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Apr 12 2019	Friday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Apr 15 2019	Monday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Apr 15 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Apr 15 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Apr 15 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Apr 15 2019	Monday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Apr 15 2019	Monday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Apr 16 2019	Tuesday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Apr 16 2019	Tuesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Apr 16 2019	Tuesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 3 - Finley Aquatic Center	Apr 16 2019	Tuesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Deep lanes - Finley Aquatic Center	Apr 16 2019	Tuesday	04:00 PM - 05:00 PM	\$61.02	\$0.00	\$0.00	\$61.02
Training Pool - Lane 4 - Finley Aquatic Center	Apr 16 2019	Tuesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Finley - Finley Aquatic Center	Apr 17 2019	Wednesday	03:00 PM - 04:00 PM	\$120.00	\$0.00	\$0.00	\$120.00
Training Pool - Lane 5 - Finley Aquatic Center	Apr 17 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00
Training Pool - Lane 2 - Finley Aquatic Center	Apr 17 2019	Wednesday	04:00 PM - 05:00 PM	\$12.00	\$0.00	\$0.00	\$12.00

Due Date	Amount	Remaining Balance
-	-	-

Permit Total

Rental Fee	Extra Fees	Discount	Total
\$19,727.37	\$0.00	\$0.00	\$19,727.37

Rental Details

Conditions of Use

Release and Waiver of Liability

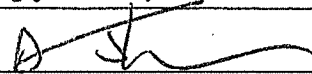
By reserving the above referenced site(s), I am certifying that the event is as represented. I also agree to comply with all City Park Regulations found in Chapter 13-24 of Santa Rosa City Code. The Licensee agrees to indemnify and hold harmless the City of Santa Rosa and its agents and employees from and against injury, damage, claims, actions or suits arising out of the event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of the property of the parties being indemnified, and further agrees to defend and indemnify the City of Santa Rosa from and against any injury, damage, claims, actions or suits arising out of or connected with the event.

X _____

Client Name: Rick Edson

Date: Jan 03 2019

Santa Rosa City Schools, 211 Ridgway Ave, California, 95401

Don Hicks


 (Print Name)

Representative Name

Santa Rosa Recreation and Parks

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to the License Agreement ("Second Amendment") is dated effective February 1, 2019 ("Effective Date"), and is entered into by and between Jackson Family Wines, Inc. ("Owner") and Santa Rosa City Schools ("Licensee").

WHEREAS, Owner is the owner of the property located at 4255 River Road, Santa Rosa, California (the "Property");

WHEREAS, on April 6, 2018, Owner and Licensee entered into that certain License Agreement for the Premises which expired on August 31, 2018 (the "Agreement")

WHEREAS, on July 18, 2018, Owner and Licensee entered into a First Amendment to the Agreement, extending the term of the Agreement until January 31, 2018 (the "First Amendment");

WHEREAS, by this Second Amendment to the Agreement, Owner and Licensee desire to extend the term of the Agreement, as amended, as set forth in this Second Amendment (collectively, the "Agreement, as amended");

NOW, THEREFORE, Owner and Licensee hereto agree as follows:

1. Section 2, Term and Hours of Access, shall be deleted in its entirety and replaced with the following: *The term of this license will commence on the Effective Date and expire on January 31, 2020 (the "Term"). Licensee and Project Participants may access the Property and occupy the Barn between the hours of 5:30 am to 8:00 am and 3:00 pm to 8:00 pm Monday through Friday and between the hours of 5:30 am and 10:00 am and 3:00 pm to 8:00 pm on Saturday and Sunday.*
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between Owner and Licensee with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

5. This Amendment shall be construed and governed by the laws of the State of California.

IN WITNESS WHEREOF, Owner and Licensee have executed and delivered this Amendment effective as of the Effective Date.

JACKSON FAMILY WINES, INC.

SANTA ROSA CITY SCHOOLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Piner High School science teachers and students would be responsible for:

- Performing water quality tests on the monthly or weekly samples within reason and accordance with the academic calendar
- Entering the data into the BWTF website, or providing that data through another means to the designated point-of-contact for the Surfrider Chapter.
- Ensuring that the equipment is properly used and cared for to keep it in working condition.

(b) CONTRACTOR's Responsibilities and Duties:

- Gathering samples from testing sites by Surfrider volunteers once a month.
- Delivering samples (on ice/in coolers) to Piner High for students to process in the lab
- Hosting and maintaining the BWTF website.
- Paying for all equipment, consumable or otherwise, related to the water testing lab.
- Defining testing protocols and guidelines.
- Training teachers and/or students on how to perform the water quality testing lab work.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – February 1st, 2019, and will continue through May 31st, 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 zero Dollars (\$0) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

This is a volunteer organization and Surfrider will pay for all supplies. No money is required from the district.

The project could be terminated at any point by either party.

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?):

- Water quality data will be collected and entered onto the Surfrider Blue Water Task Force Database
- Students who participate will receive a STEM Certificate level II and present at Piner High School's STEM Symposium in May 2019 during a poster session
 - Students will create a poster board to display their findings
 - Students will practice public speaking skills
- Deliverables: data and photographs

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

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

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

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

☐ Provides safe and inviting facilities with current technology.

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

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

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

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the

event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services

satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated **damages**, if any, sustained by DISTRICT by virtue of any breach of the **CONTRACT** by **CONTRACTOR**.

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us**CONTRACTOR:**

Name: Sarah Heyne (Sonoma Coast Surfrider)

Street: P.O. Box 2280

City/State/Zip: Sebastopol, CA 95473

Phone: (408) 679-3266

Email: secretary@sonomacoast.surfrider.org

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

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

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

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

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

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

DISTRICT

Signature: _____

Rick EdsonAssistant Superintendent**AUTHORIZED SIGNER or CONTRACTOR**Signature: 

Print Name: Sarah Heyne

Title: Vice Chairperson

redson@srcs.k12.ca.us

707-890-3800

Email: secretary@sonomacoast.surfrider.org

Phone: (408) 679-3266



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 TUTORWORKS 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: Migrant Ed.: 01-9701-0-1151-1000-5800-119-5197 @ 50%
Migrant Ed.: 01-9701-0-1151-1000-5800-249-5197 @ 50%

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

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

Contract is: ☒ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Approx. 50 parents

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

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____

** Signature - DISTRICT OFFICE/DEPT. SIGNATURE

Date: 1/29/19

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

Proposed Contract Start Date: March 1, 2019

Proposed Contract End Date: May 31, 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:

1. District will provide facilities usage for the parent workshop provided for the Migrant Education parents.

(b) CONTRACTOR's Responsibilities and Duties:

1. TUTORWORKS will provide one parent workshop for Migrant Education Parents. The workshop is designed to both educate and inspire parents to more effectively support their children's success in school. The workshop focuses on the parents' role in nurturing a growth mind-set, encouraging resiliency, and fostering student motivation.
2. TUTORWORKS will provide all materials for the parent workshop.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on March 1, 2019 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** Two Thousand two hundred sixty-one dollars (\$2,261)

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

District to reimburse TUTORWORKS for providing one parent workshop sometime before March 1, 2019-May 31, 2019. TUTORWORKS shall submit an invoice to Santa Rosa City Schools following the workshop. District shall process payment to TUTORWORKS within Thirty (30) days of submission of the invoice.

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

The purpose of the parent workshop is to help parents to better support their children's academic success in school. TUTORWORKS will measure the effectiveness of services by administering a survey to parents and Migrant Education Program staff at the conclusion of the workshop. The survey questions will focus on content quality, perceived usefulness and relevance of workshop topic to parents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

TUTORWORKS

700 Airport Boulevard, Suite 450

Burlingame, CA 94010

650-298-8867 ext. 701

dterzian@TUTORWORKS.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 1 DAY OF March, 2019

DISTRICT

CONTRACTOR

By: _____
Signature
André R. Bell
Typed Name
Assistant Superintendent Business Services
Title
707-528-5831
Telephone Number
dmartin@srcs.k12.ca.us
Email Address

By:  _____
Signature
Deanna Terzian
Typed Name
President
Title
650-298-8867 ext. 701
Telephone Number
dterzian@TUTORWORKS.org
Email Address



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 The Imaginists, 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: No Cost to the District

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

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

Contract is: X New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: _____

Approved at Site by*: _____ Date: _____

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

Departmental Approval***: _____ Date: _____

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

Contract Created by: Elizabeth Evans, T&L Phone #: 707-890-9800 ext 80318
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: February 19, 2019 Proposed Contract End Date: May 31, 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:

- (1) Recruit and advertise the proposed free afterschool program, Acting and Devising Workshop with the Imaginists, promoting equitable access to the stage among the diverse Piner High School population;
- (2) Provide access to the performance space for the end of workshop performance including access to costumes, and scene shop.

(b) CONTRACTOR's Responsibilities and Duties:

- (1) The Imaginists will teach a 2 hour class, 2 times per week for seven weeks ending in 2 workshop performances.
- (2) The focus will be on acting, ensemble, devising & writing, possibly an adaptation of classic Greek material, or literature.
- (3) Amy Pinto and Brent Lindsay will teach and direct. **For more details, see attached proposal with the Imaginists Bios.*

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - February 19, 2019 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 Zero Dollars (\$0). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

N/A; This service is being supported by a grant from the Community Foundation Sonoma County, (CFSC).

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 impact of the Contractor's work will show:

- 50% of participating students will show increased interest in the performing arts especially in Drama/Acting by signing up to take a follow up drama class
- 50% increase in Drama class enrollment at Piner High School
- 75% increased attendance to Piner High School Drama/Performing Arts presentations

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

CONTRACTOR:

Name: _____

211 Ridgway Ave
Santa Rosa, CA 95401
707-528-5381

mmartin@srcs.k12.ca.us

Street: _____
City/State/Zip: _____
Phone: _____
Email: _____

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

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

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

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

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

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

DISTRICT

Signature: _____
Rick Edson _____
Assistant Superintendent _____
mmartin@srcs.k12.ca.us _____
707-890-3800 x80201 _____

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____
Print Name: _____
Title: _____
Email: _____
Phone: _____

(a) DISTRICT's Responsibilities and Duties:

1. District will comply with all reasonable request from PTA.
2. District will provide student information necessary for PTA to fulfill its duties and responsibilities under this agreement.
3. District will provide PTA with contact information.

(b) CONTRACTOR's Responsibilities and Duties:

1. PTA will provide 1:1 tutorial support to identified Migrant Education students.
2. PTA will encourage the contracted tutors to contact the Migrant Education TOSA (Teacher on Special Assignment) in order to help ensure continuity between District's instructional program and the tutorial program provided by PTA.
3. PTA will provide all materials, instrument and tools necessary to provide student tutorial services. Additionally, PTA will provide the Migrant Education TOSA with scope and sequence information pertaining to the tutorial materials to be used by PTA.
4. PTA will provide the Migrant Education TOSA with an agreement between PTA and the parents of each student served under this agreement. The agreement shall include the following:
 - a. Student name, school and grade;
 - b. Service location;
 - c. Beginning date;
 - d. Achievement goals, including suggested objectives, services provided and evaluation assessment tools to be used;
 - e. A timetable for improving the achievement of students with disabilities that is consistent with the student's individualized education plan; and
 - f. Parent and provider signatures agreeing to the goals/objectives, as stated in item d above and how the student, parents and teacher will be regularly informed of progress; and
 - g. Parent agreements will be provided within fifteen (15) working days of receipt of the list of students to be provided with tutorial services.
5. PTA is prohibited from disclosing to the public the identity of any students eligible for or receiving tutorial services without the written permission of the student's parent or guardian.
6. Failure to meet the agreement criteria identified in #4 and #5 above will cause this agreement with PTA to be terminated.
7. PTA will provide the Migrant Education TOSA with pre-assessment information within fifteen (15) working days after the initial tutorial session.
8. PTA will provide the Migrant Education TOSA with post-assessment information within fifteen (15) working days after the final tutorial session.
9. PTA will provide tutorial support in the areas of Reading/Language Arts and/or Mathematics. The actual curricular area will be determined by the student's parent(s) and included in the PTA/parent agreement.

2.

Term. CONTRACTOR shall commence providing services under this CONTRACT on February 15, 2019 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 Twenty-four Thousand Dollars (\$24,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

District to reimburse PTA at the rate of **\$60/hr.** per individual student contact hours. PTA shall provide services for not more than a total of **20** Migrant Education students, grades K-11 for no more than **20 hours** per student. PTA shall submit a monthly invoice itemized by name/address of student, services provided, actual number of hours for which services were provided and amount owed. District shall process payment to PTA within thirty (30) days of submission of invoices.

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 goal is to increase the Standards Item Pool Score (SIP) by 5 percentage points. The SIP Score is a measurement of how well a student is performing on state standards for his/her grade level. Our goal is to focus the tutoring sessions on the Suggested Learning Objectives that are obtained as part of the test results.

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

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

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Professional Tutors of America, Inc.
3550 E. Birch St., Suite 201
Brea, CA 92821
800-832-2487
Rgordon@professional tutors.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 15 DAY OF February, 2019

DISTRICT

By:

Signature

Rick Edson

Typed Name

Assistant Superintendent Business Services

Title

707-890-3800 ext. 80201

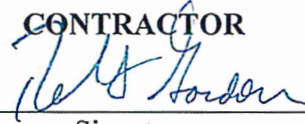
Telephone Number

dmartin@srcs.k12.ca.us

Email Address

CONTRACTOR

By:



Signature

Robert Gordon

Typed Name

CEO

Title

714-784-3454

Telephone Number

Rgordon@professional tutors.com

Email Address

Customer Quotation

Wenger®

Quote: 3121281
Prepared For: Erik Ohlson
 Santa Rosa City School Dist
 211 Ridgway Ave
 Santa Rosa CA 95401-4386

Page: 1
Date: 12/11/2018
Effective: For 30 days only
Ship Within: 6 weeks aro
Delivery Within:
Tax: Included
Terms: PENDING CREDIT APPROVAL
F.O.B. Point: Destination

Regarding: Music Furniture (based on one shipment to a warehouse) (Natl IPA)

Item	Description	Quantity	Unit Price	Price

Wenger is an approved vendor with National IPA Contract Title: National IPA Educational Furniture Contract # 2015000070.				

237B500	PREFACE MUSIC STAND	420	37.00	15,540.00
039D201	SMALL MUSIC STAND CART small cart holds 10 stands	35	323.00	11,305.00
0935121	STUDENT CHAIR, 16" BLK, BLACK	420	48.00	20,160.00
127A661	CHAIR MOVE&STORE CART W/PURCH cart holds 18 Student chairs	28	302.00	8,456.00
172D001	LESSONWORKS ASSEMBLY, PKGD	7	1,282.00	8,974.00
172D063	LESSON PLAN CARD, 4 PACK, PKGD	14	272.00	3,808.00
172A087	MAGNETIC NOTATION SET	14	146.00	2,044.00
180B011	FOOTNOTES RUG, 13'2" ROUND	7	1,004.00	7,028.00
Total Product Charge				77,315.00
Handling				2,320.00
Sales Tax				6,841.20
Frt Charges				12,222.00
Total Charge				98,698.20

Freight reflected in this quotation is for common carrier shipment with tailgate delivery. Tailgate delivery will require your staff to unload the truck, move the product into the building and complete any assembly or installation.				
Inside delivery and installation services are available for an additional charge.				

Kn Athinbauer

Submitted By: Deborah Lindquist
 Sales Representative

Phone: 800-493-6437 Ext 8463 **Fax:** 507-455-4258
Email: deborah.lindquist@wengercorp.com

WENGER CORPORATION
 555 Park Drive, PO Box 448
 Owatonna, MN 55060-0448
 Phone 800.4WENGER (493-6437)
 Fax 507.455.4258
 Parts & Service 800.887.7145

WENGER CORPORATION
CANADA OFFICE
 Phone 800.268.0148

WORLDWIDE
 Phone 1.507.455.4100
 Fax 1.507.774.8576

WEB SITE
 www.wengercorp.com

Wenger®

Your Performance Partner

Customer Quotation

Quote: 3121281
Prepared For: Erik Ohlson
Santa Rosa City School Dist
211 Ridgway Ave
Santa Rosa CA 95401-4386

Page: 2
Date: 12/11/2018
Effective: For 30 days only
Ship Within: 6 weeks aro
Delivery Within:
Tax: Included
Terms: PENDING CREDIT APPROVAL
F.O.B. Point: Destination

Wenger®

Regarding: Music Furniture (based on one shipment to a warehouse) (Natl IPA)

Item	Description *	Quantity	Unit Price	Price
	<p>If you are a tax exempt organization and this quote includes tax, please send a copy of your tax exempt certificate and we will remove the sales tax. Thank you.</p> <p>*****</p>			

Submitted By: Deborah Lindquist
Sales Representative

Phone: 800-493-6437 Ext 8463 **Fax:** 507-455-4258
Email: deborah.lindquist@wengercorp.com

WENGER CORPORATION
555 Park Drive, PO Box 448
Owatonna, MN 55060-0448
Phone 800.4WENGER (493-6437)
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