



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 Bayha Group, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

[XX] Independent Contractor/Business/Organization* [] Professional Services** [] Partnership***

- * Any person, business, or organization that will be providing non-professional services to the District
** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0000-0-3800-1000-5800-249-5140

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

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

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

Number of Individuals Served: SRCS District-wide

Approved at Site by*: [] Date: []

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: [] Date: 11/22/19

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: C. Deuel, Admin Secretary, T+L Phone #: 707-890-3800 ext 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: [] Proposed Contract End Date: []

Requisition #: []

BUSINESS SERVICES USE ONLY

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

- DISTRICT is hiring CONTRACTOR to perform Services that, to be successful, require adherence to strict deadlines.
- DISTRICT agrees to respond to questions, requests, and communications from CONTRACTOR in a timely manner in accordance with the deadlines set by CONSULTANT and any other relevant deadlines, and assumes responsibility for failure to adhere to deadlines.
- DISTRICT will carefully review any documents, information or work presented by CONTRACTOR, will ensure that all information provided therein is truthful and accurate, and will immediately advise CONTRACTOR of any inaccuracies or concerns.

(b) CONTRACTOR's Responsibilities and Duties:

- Provide educational consulting to Santa Rosa City Schools (SRCS) leadership about strategies for developing innovative educational programs that also support grant acquisition to bolster existing CTE pathways and strategize building new CTE courses and pathways.
- Conduct background research about Santa Rosa City Schools and identify pertinent labor market information and regional priorities to inform building innovative CTE pathway(s) that address regional and global industry needs.
- Support SRCS in aligning CTE pathways with California Department of Education CTE Model Curriculum standards and industry standards and certifications, while taking into consideration student voice, especially those at the margins of the school community.
- Identify teacher professional development opportunities to support building district capacity in implementing innovative and robust CTE courses and pathways that also promote greater student agency and voice.
- Attend two in-person planning meetings with district leadership.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on November 12, 2019, and will continue through December 3, 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 11,000 (fixed price) Dollars (\$ 11,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- A non-refundable Initial Payment of 50% of the total fee (i.e., \$11,000) shall be due upon execution of this Service Contract. CONSULTANT shall not begin to perform the Services until the Deposit is paid in full.
- 50% of the total fee (i.e., \$11,000) shall be due upon completion of the Services.
- In the event of an Immediate Termination, CONTRACTOR shall invoice DISTRICT for payments due. DISTRICT shall remit payment in full to CONTRACTOR within fourteen (14) days of receipt of invoice. Payments not received by the due date will result in work cessation. CONTRACTOR reserves the right to refuse completion or delivery of work product until past due balances are paid.

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?):

CONTRACTOR will provide:

- Santa Rosa City Schools (SRCS) leadership with strategies and plans in place for developing innovative educational programs that also support grant acquisition to bolster existing CTE pathways and building new CTE courses and pathways.
- Background research about Santa Rosa City Schools and identify pertinent labor market information and regional priorities to inform building innovative CTE pathway(s) that address regional and global industry needs.
- Support SRCS in aligning CTE pathways with California Department of Education CTE Model Curriculum standards and industry standards and certifications, while taking into consideration student voice, especially those at the margins of the school community.
- Identify teacher professional development opportunities to support building district capacity in implementing innovative and robust CTE courses and pathways that also promote greater student agency and voice.

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 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 and/or Liability caused by DISTRICT's failure to fulfill its Responsibilities and Duties as set forth in paragraph 1 above. 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) DISTRICT shall indemnify, defend with counsel acceptable to CONTRACTOR, and hold harmless to the full extent permitted by law, CONTRACTOR and its officers, agents, employees and contractors 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 DISTRICT'S failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of CONTRACTOR. 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 DISTRICT or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (c) Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment and costs of defense will be limited accordingly.
- (d) If any loss or damage to DISTRICT property is caused by CONTRACTOR or any agent or representative of CONTRACTOR, arising from or in connection with CONTRACTOR'S performance hereunder, CONTRACTOR shall be liable to DISTRICT for such loss or damage.

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.

(e) 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.

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] [NOT APPLICABLE to CONTRACTOR for this Agreement].**

(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 the first page] [NOT APPLICABLE to CONTRACTOR for this Agreement].**

(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 and CONTRACTOR may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to the other party. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services 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 an event, CONTRACTOR shall be entitled to receive payment for all services rendered.

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 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 are undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product:

(a) With the exception of the "CONTRACTOR RESOURCES" as defined below, DISTRICT will have full and exclusive rights to all work product created by CONTRACTOR for DISTRICT while performing CONTRACTOR's Responsibilities and Duties under this CONTRACT. Upon payment in full of all Compensation owed to CONTRACTOR for services rendered, DISTRICT 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.

(b) DISTRICT has no ownership rights to any CONTRACTOR-owned resources used by CONTRACTOR while performing CONTRACTOR's Responsibilities and Duties under this CONTRACT (the "CONTRACTOR RESOURCES"). CONTRACTOR grants DISTRICT a limited non-exclusive license to use the CONTRACTOR RESOURCES solely for DISTRICT business purposes, so long as attribution to CONTRACTOR is displayed clearly on all CONTRACTOR RESOURCES when used by DISTRICT. CONTRACTOR shall retain all right, title and interest in and to the CONTRACTOR RESOURCES, all of which shall remain the exclusive property of CONTRACTOR.

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 supersedes 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 in accordance with paragraph 22.

20. Notice. All notices or demands to be given under this CONTRACT by either party 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

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Bayha Group

Street: 7875 Highland Village Pl., Suite B102-383

City/State/Zip: San Diego, CA 92129

Phone: 858-837-1360

Email: june@bayhagroup.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 bases. 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 a venue in Sonoma County, California, and no other place.

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

DISTRICT

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

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____
Print Name: June Bayha
Title: CEO
Email: June@BayhaGroup.com
Phone: 858-837-1360