



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Rosa City Schools (“Client”) and the law firm of Fagen Friedman & Fulfroost LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2019 through June 30, 2020:

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

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

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

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

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

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

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Santa Rosa City Schools

Fagen Friedman & Fulfrost LLP

Type or Print Name

Chris Keeler

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: April 13, 2019



Fagen Friedman & Fulfroost LLP

PROFESSIONAL RATE SCHEDULE

Santa Rosa City Schools
July 1, 2019 through June 30, 2020

1. HOURLY PROFESSIONAL RATES

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

Associate	\$255 - \$295 per hour
Partner	\$315 - \$350 per hour
Of-Counsel	\$350 per hour
Paralegal/Law Clerk	\$175 - \$245 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$255 per hour
Education Consultant	\$265 per hour
Communication Services Consultant	\$295 per hour

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

2. ON-SITE LEGAL SERVICES

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

3. COSTS AND EXPENSES

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on July 9, 2019, by and between the Santa Rosa City Schools, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2019, through and including June 30, 2020, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

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

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be three hundred eighty dollars (\$380) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees

and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

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

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

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

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

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

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

SANTA ROSA CITY SCHOOLS

Dr. Diann Kitamura
Superintendent

Date

DANNIS WOLIVER KELLEY



Meredith B. Johnson
Attorney at Law

7/9/19
Date

At its public meeting of _____, 2019, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

AGREEMENT FOR SPECIAL SERVICES
Legislative Services

This is an Agreement between the **SANTA ROSA CITY SCHOOLS**, hereinafter referred to as "District," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2019.

RECITALS

WHEREAS, the District needs assistance regarding legislative advocacy on its behalf; and

WHEREAS, Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable.

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform the following services in consideration of the payments set forth herein the District to Consultant as recited in Item 2 below. The services shall consist of:
 - a. Collection and transmission of information pertinent to school finance legislation including, but not limited to all major school finance bills that affect the District.
 - b. Direct contact with and representation to, as requested by the District: the State Legislature, the State Board of Education, the California Department of Education, Department of Finance, and the Legislative Analyst's Office on school legislation.
 - c. Updates on key school business and legislative issues in the *Sacramento Update* (a weekly newsletter published by Consultant).
 - d. Such additional services relative to education issues as directed by the District.
2. The District agrees to pay to Consultant for services rendered under this Agreement the sum of \$632 per month, plus expenses, or \$7,584 annually, plus expenses, for a total of five (5) hours of direct service per month, upon billing by Consultant. In the case of service needs in excess of five (5) hours per month, the applicable hourly rate for the person performing the services shall apply.
3. This Agreement shall be for the period of one year, beginning July 1, 2019, and terminating June 30, 2020. It may be terminated by either party prior to June 30, 2020, on thirty (30) days written notice. In case of cancellation, the District shall be liable for any costs accrued to date of cancellation under Item 2 above.

4. It is recognized by both parties that Consultant will be serving as a legislative advocate on behalf of the District and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

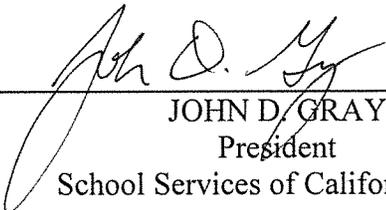
BY: _____
DIANN KITAMURA
Superintendent
Santa Rosa City Schools

DATE: _____

BY: _____

KYLE HYLAND
Director, Governmental Relations
School Services of California, Inc.

DATE: 5/8/19

BY: _____

JOHN D. GRAY
President
School Services of California, Inc.

DATE: 5-10-19



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 Corrina Hui, LLC, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

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

Number of Individuals Served: _____

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 7/18/19

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Cindy Deuel, Teaching & Learning Phone #: 707-890-3800 ext. 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 14, 2019 Proposed Contract End Date: October 31, 2019

Requisition #: R20-00762

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:

Coordinate logistics such as location, final participant head count, start/end time, food, etc.

(b) CONTRACTOR's Responsibilities and Duties:

1. CONTRACTOR will collaborate with Dr. Anna- Maria Guzman, Assistant Superintendent, Teaching and Learning to design and facilitate a scope and sequence for designing the "specialist certificate" pathway by engaging with a diverse range of identities and skill sets. The approach includes:

1. Centering and amplifying student voice through empowering a "Youth Design Crew" at Ridgway High School to lead the "specialist certificate" committee's work, and to collaborate with them
2. Designing a year-long professional learning journey for a group of secondary math teachers and principals to help design learning experiences aligned with the mission, vision, and priorities of SRCS and its "specialist certificate" pathway, which is also a professional development prototype for building the creative courage and relevant instructional leadership capacity in future educators/facilitators of the "specialist certificate" pathway
 - CONTRACTOR will meet weekly with Dr. Guzman to notice and reflect, and debrief and plan ongoing work. They will practice emergent strategy: "plans of action, personal practices, and collective organizing tools that account for constant change and rely on the strength of relationships for adaptation," - Adrienne Marie Brown, *Emergent Strategy*, p.23.
 - CONTRACTOR and Dr. Guzman will meet with SRCS colleagues as necessary for the coordination and implementation of the work.
 - CONTRACTOR will hire employees and subcontractors as necessary to support the completion of responsibilities and duties.

2. CONTRACTOR will design and facilitate workshop experiences for a "Youth Design Crew" at Ridgway High School. This group of 10-15 students will meet regularly throughout the year to lead the design of the "specialist certificate" pathway, ensuring that student voice is centered and amplified. Evidence shows that designing with the margins leads to more equitable and creative approaches that benefit the majority of the population (e.g. studies show benefits of accommodations of the Americans with Disabilities Act, 1990, to the wider population in addition to those without disabilities); thus, students at the continuation high school of the district will lead efforts of the "specialist certificate" work to be inclusive of experiences and stories at the margins of SRCS-- these students are the experts on the challenges that face SRCS.

Through these workshops, students will:

- build relational trust, contribute to a culture of belonging, and collaborate,
- practice self-awareness, critical thinking, and liberatory design
- recognize oppression
- build creative courage
- develop communication skills, including public speaking

Scope includes:

- (August 2019): CONTRACTOR and Dr. Guzman meet with staff of Ridgway High School and invite students to learn about and sign up for the year-long opportunity
- (September 2019): 4 workshops leading up to presenting at Sept. committee meeting and co-designing with them
- (September 2019- Jan. 2020):
 - 2 workshops to prepare to present and co-design at Oct., Dec., and Jan. committee meetings/ liberatory design sessions (total of 6 workshops in preparation for 3 committee meetings)

(c) CONTRACTOR's Responsibilities and Duties Continue:

3. CONTRACTOR will design and facilitate monthly "specialist certificate" committee meetings/ liberatory design sessions that center and amplify student voice to guide the design work of the committee. Every other meeting will include presentations by and co-design with the "Youth Design Crew" at Ridgway, while remaining meetings will be dedicated to the committee continuing to work toward the "deliverables" guided by approaches and needs defined by the "Youth Design Crew" in previous sessions.

4. CONTRACTOR will collaborate with Rani Goyal, Director: Secondary Math, English Language Arts, & Science, and Mike Hauser Academy Summer Program to design and facilitate a year-long professional learning journey for a group of secondary math teachers and principals to help design learning experiences aligned with the mission, vision, and priorities of SRCS and its "specialist certificate" pathway, and which is also a professional development prototype for building the creative courage and instructional leadership capacity required for the educators who will eventually facilitate the "specialist certificate" pathway.

Scope includes:

- (August 2019) design and facilitate 2 workshops to "pause for equity," read the new SRCS mission and vision closely to define an aligned math department mission and vision and clear "success criteria" that outline how this mission and vision manifest in classrooms daily.
- (Sept. 2019- Jan. 2020) design and facilitate professional development at 3 department meetings to continue the work started in the 2 workshops in August, including facilitating cross-site sharing of noticings and reflections toward surfacing patterns to address in the January 2020 design session.
- (Sept. - Oct. 2019) thought-partner with Dr. Goyal to support meetings with each pair of "feeder schools" to define "success criteria" for their context, aligned with new math mission and vision
- (Oct. - Nov. 2019) observe all 22 teachers of the group at 11 middle and high schools with Dr. Goyal to support their progress with noticing needs they have toward achieving the "success criteria," which are design opportunities for the January 2020 design session.

5. CONTRACTOR will collaborate with Dr. Guzman, the "Youth Design Crew," the "specialist certificate" committee, Dr. Goyal, the math teachers, etc. to communicate with various stakeholders in the community to keep them informed about our goals, process, progress, and learnings. CONTRACTOR will document the work through photo, audio, video, and text to support transparent sharing of the work to invite feedback and questions from the community that ensure the process and work is as inclusive and equitable as possible

Scope includes:

- (Sept. 2019 - Jan 2020) "Youth Design Crew," "specialist certificate" committee, and math teachers will facilitate empathy work with additional stakeholders through the liberatory design journey, including testing prototypes and seeking feedback as forms of practicing empathy

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 14, 2019, and will continue through October 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 rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

First ½ of total amount (\$62,500) will be due upon contract approval. Second ½ of total amount (\$62,500) will due upon completion in October 2019.
Contractor will send first invoice in August 2019 and second invoice in October 2019.

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

The long-term goal is to grow equity in education at Santa Rosa City Schools (SRCS), which the National Equity Project defines as “the state that would be achieved if how one fares was no longer predictable by any social, cultural or economic factor.” Superintendent Diann Kitamura elaborated on this when she said “We have much work to do as a district. No longer will student outcomes be predicted based on race, differently abled, socio-economic status, and/or the language spoken at home.”

Santa Rosa’s new strategic plan 2019-2025 (draft) also outline this goal:

Vision

SRCS will send students into the world, who are empowered to work together, find purpose, think critically, embrace diversity, adapt to our changing planet, and live healthy and fulfilling lives.

Mission

SRCS ensures equitable access to a transformative educational experience grounded in the assets of our students, staff, and community. We nurture the whole student in an engaging, challenging, and safe environment. We recognize and value each student’s individuality and our community’s cultural wealth.

Thus, the approach for the “specialist certificate” committee is to engage SRCS students at the margins, who are experts of the challenges that SRCS students face. Evidence shows that designing with the margins leads to more equitable and creative approaches that benefit the majority of the population (e.g. studies show benefits of accommodations of the Americans with Disabilities Act, 1990, to the wider population in addition to those without disabilities). The goal is for the committee to offer creative and equitable approaches (including leveraging pre-existing Career Technical Education (CTE) resources and industry stakeholders in the Santa Rosa community).

Expected Outcomes (Deliverables):

- scope and sequence for approaching our “specialist certificate” committee work that:
 - is aligned with the SRCS new mission and vision (text above)
 - centers SRCS student voice, recognizes and values each student’s individuality and our community’s cultural wealth
 - honors and builds from the strengths, stories, experiences, emotions, and skills of SRCS students, teachers, principals, and the diverse range of identities and skill sets of the “specialist certificate” committee
- draft/prototype mission and vision statements for the “specialist certificate” pathway aligned with the new SRCS mission and vision to clarify how the mission and vision manifest in the “specialist certificate” pathway program design, and draft/prototype skills for the “graduate profile” of the “specialist certificate” pathway
- draft/ prototype mission and vision statements for the math department aligned with the new SRCS mission and vision, with clearly defined “success criteria” draft/ prototypes that outline how this mission and vision manifest in classrooms daily.
- draft/ prototype “rubrics” that outline high expectations for hiring the educators who will facilitate the “specialist committee” work, which will be based on the SRCS & “specialist certificate” mission and vision
- Identify opportunities to leverage/adapt existing course offerings and/or to design new ones for the “specialist certificate” pathway, and begin to ideate, prototype, and test creative and equitable approaches

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) 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, contractors, 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 DISTRICT'S failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the 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 CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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 only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

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.

(b) Automobile liability insurance covering bodily injury up to \$500,000 combined single limit for each occurrence and up to \$200,000 for property damage. Such insurance shall include coverage for owned vehicles.

(d) 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]**

(e) 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]**

(f) **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.

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

(h) **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 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 are undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: Under this agreement, materials ownership and use are as follows: the DISTRICT has no ownership rights to any resources used by CONTRACTOR while performing its Responsibilities and Duties under this CONTRACT (the "CONTRACTOR RESOURCES"), unless agreed in writing between the parties. CONTRACTOR grants DISTRICT a limited non-exclusive license to use the CONTRACTOR RESOURCES solely for the Term of this CONTRACT, as 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 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 in accordance with paragraph 22.

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

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Corrina Hui LLC

Street: 2625 Alcatraz Ave. #298

City/State/Zip: Berkeley, CA 94705

Phone: (415) 990-4667

Email: corrhui@gmail.com

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited 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 17th DAY OF July, 2019.

DISTRICT

Signature: _____

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 ext. 80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: 

Print Name: Corrina Hui

Title: Managing Member of Corrina Hui LLC

Email: corrhui@gmail.com

Phone: (415) 990-4667



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Social Advocates for Youth, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** Partnership***

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

Funding Source: 01 0500 0 1140 1000 5180 249 H113 \$25,000
01-0500-0-1140-1000-5880-249-H113 \$232,327

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

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

Contract is: New Renewal Addendum Amendment

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

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

Departmental Approval**: _____ Date: 7/19/18
** Signature DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Cindy Deuel, Teaching and Learning Phone #: 707-890-3800 ext. 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2019 Proposed Contract End Date: June 30, 2020

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS's Director of Career Technical Education/College and Career Readiness will work closely with the SAY Work-Based Learning team of professionals to provide access to students, teachers, classrooms, and resources at Elsie Allen, Montgomery, Piner, Maria Carrillo, Santa Rosa and Ridgway during the 2019-2020 school year. Resources will include an assigned desk space in the college & career center per school site to perform the responsibilities and duties outlined below as well as access to restrooms and college and career centers per school site.

SRCS will:

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

(b) CONTRACTOR's Responsibilities and Duties:

SAY Work-Based Learning team will provide work-based learning (WBL) services to Elsie Allen, Montgomery, Piner, Maria Carrillo, Santa Rosa and Ridgway during the 2019-2020 school year. Support will be tailored to each school site and planned in conjunction with the Director of CTE/College and Career Readiness, school site administrators, Counselor on Special Assignment, College and Career Counselors, teachers, staff and parents.

The WBL team will:

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

(b)CONTRACTOR's Responsibilities and Duties Continue:

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2019, and will continue through June 30, 2020, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Two Hundred and Fifty Seven Thousand, Three Hundred and Twenty Four Dollars, (\$ 257,324.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

DISTRICT shall pay CONTRACTOR based upon an invoice from CONTRACTOR at the start of each quarter for services rendered. Payments shall occur on the 8-1-19, 10-1-2019, 1-1-2020, and 4-1-2020.

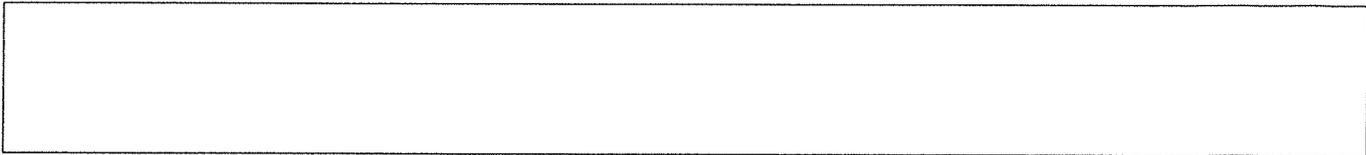
4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

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

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

Attend College & Career Center Support Team Meetings.



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. 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.

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 only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

- (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, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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 the 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 an event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the number 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 are 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 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. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401

CONTRACTOR:

Name: Social Advocates for Youth
Street: 2447 Summerfield Road
City/State/Zip: Santa Rosa, CA 95405

707-890-3800

Phone: 707-800-3949

mmartin@srcs.k12.ca.us

Email: katrina.thurman@saysc.org

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

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: 

Rick Edson

Print Name: Katrina Thurman

Deputy Superintendent

Title: Chief Executive Officer

mmartin@srcs.k12.ca.us

Email: Katrina.thurman@saysc.org

707-890-3800

Phone: 707-800-3949



**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 KTR Facilities Consulting, Inc hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** Partnership***

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 21 0141 0 9650 8105 5800 119 5192 3070
21 -0142 -0 -9650 - 8105 -5800 -249 -5192 7090

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: BOND Fund

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: District Wide

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: _____ Phone #: _____
 Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 07/01/2019 Proposed Contract End Date: 12/31/2019

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:

The District shall contract with KTR Facilities Consulting, Inc. for services relative to facilities assistance.

(b) CONTRACTOR's Responsibilities and Duties:

KTR Facilities Consulting, Inc. will provide services both on and off-site as may be required and directed by the Director of Facilities.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2019, and will continue through December 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 Eighty Thousand Dollars (\$80,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Shall bill bi-monthly by providing detailed invoice indicating hours worked.

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

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

N/A

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.

X 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. 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 only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (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, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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
707-890-3800
mmartin@srcs.k12.ca.us

CONTRACTOR:

KTR Facilities Consulting, Inc.
705 E Bidwell Street, Suite 2-336
Folsom, CA 95630
916-370-0392
ktrfacilitiesconsulting@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 15 DAY OF JULY, 2019.

DISTRICT

Signature: _____

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-890-3800

AUTHORIZED SIGNER of CONTRACTOR

Signature:  _____

Print Name: Erin Brose

Title: CEO

Email: ktrfacilitiesconsulting@gmail.com

Phone: 916-370-0392



SANTA ROSA CITY SCHOOLS
REVISED 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 Maxine Freitas, a division of Sonoma County Office of Education, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** Partnership***

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-1100-0-1500-4200-1113-249-9995

Funding Category: Base Supplemental Concentration Restricted: Other:

For Billing: Bill to: Human Resources Billing frequency: Stipend Claim 3 times per contract year

Contract is: New Renewal Addendum Amendment Revision 1.1

Number of Individuals Served: Serves all SRCS Employees

Approved by*: [Signature] Date: 7/16/19
* Signature - Stacy Spector, Assistant Superintendent of Human Resources

Departmental Approval**: [Signature] Date:
** Signature

Contract Created by: Renee Jackson, HR Administrative Assistant Phone #: (707) 890-3800 x 80602
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2019 Proposed Contract End Date: June 30, 2020

Requisition #: Stipend Estimated Annual Cost: \$5,322.00

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: [Signature] Date:
Fiscal Services Authorizer LAST REVISED ON 4-5-17

SANTA ROSA CITY SCHOOL DISTRICTS
AGREEMENT - CONSULTANT FOR CERTIFICATION OF ATHLETIC COACHES

I, **MAXINE FREITAS**, agree to serve as CONSULTANT FOR CERTIFICATION OF ATHLETIC COACHES, effective the 2019-2020 school year, under the direction of the Assistant Superintendent, Human Resources.

I have read and agree to provide the resource and support services specified in the consultant job description and the 150 hours maximum contracted are to be completed by July 31, 2020.

I will maintain and submit the Consultant Time Log to the Assistant Superintendent, Human Resources for review approximately three (3) days before the payment date.

The agreed upon stipend of \$5,322.00 (150 hours x \$35.48) will be paid on the following dates as long as the minimum hours are maintained:

Date	Total Maximum Hours	Payment
<u>November 8, 2019</u>	50	\$1,774.00
<u>February 7, 2020</u>	50	\$1,774.00
<u>May 8, 2020</u>	50	\$1,774.00
Total Minimum Hours	150	\$5,322.00

7/15/19
Date

Maxine Freitas
Maxine Freitas
Consultant

7/16/19
Date

Stacy Spector
Stacy Spector
Assistant Superintendent
Human Resources

Board Approved: _____

Budget Code: 01 1100 0 1500 4200 1113 249 9995

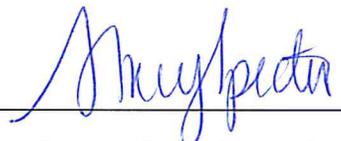
CC : Payroll, HR Tech

CONSULTANT FOR CERTIFICATION OF ATHLETIC COACHES

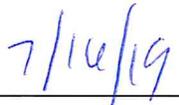
CLAIM FORM #1

Please complete and return this form to the Human Resources Office by October 31, 2019, to receive the stipend on the supplemental payroll on November 8, 2019.

Consultant	Stipend Information		Employee's Signature
	Annual	Payment 11/08/19 October 2019 Supplemental	
Maxine Freitas	\$5,322.00.00	\$1,774.00	X 



 Assistant Superintendent
 Human Resources



 Date

Payroll Budget Code: 01 1100 0 1500 4200 1113 249 9995

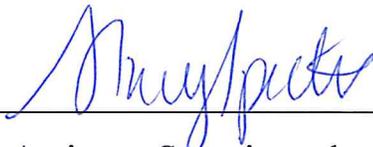
cc: Payroll

CONSULTANT FOR CERTIFICATION OF ATHLETIC COACHES

CLAIM FORM #2

Please complete and return this form to the Human Resources Office by January 31, 2020, to receive the stipend on the supplemental payroll on February 7, 2020.

Consultant	Stipend Information		Employee's Signature
	Annual	Payment 02/07/20 January 2020 Supplemental	
Maxine Freitas	\$5,322.00	\$1,774.00	X 



Assistant Superintendent
Human Resources



Date

Payroll Budget Code: 01 1100 0 1500 4200 1113 249 9995

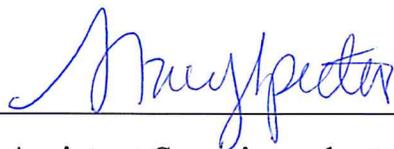
cc: Payroll

CONSULTANT FOR CERTIFICATION OF ATHLETIC COACHES

CLAIM FORM #3

Please complete and return this form to the Human Resources Office by April 30, 2020, to receive the stipend on the supplemental payroll on May 8, 2020.

Consultant	Stipend Information		Employee's Signature
	Annual	Payment 05/08/20 April 2020 Supplemental	
Maxine Freitas	\$5,322.00	\$1,774.00	X 



Assistant Superintendent
Human Resources



Date

Payroll Budget Code: 01 1100 0 1500 4200 1113 249 9995

cc: Payroll