



## 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 EXCEL for Youth and the School of Extended Education at Sonoma State University, hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

☒ Independent Contractor/Business/Organization\* ☐ Professional Services\*\* ☐ Partnership\*\*\*

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

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

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

### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source:

01-0500-0-1140-1000-5880-119-E114-\$25,000  
01-0500-0-1140-1000-5180-119-E114-\$37,500

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:

Approx. 500 students

Approved at Site by\*:

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

Date:

Departmental Approval\*\*:

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

Date:

1/7/2020

Contract Created by:

Kelley Dillon, Director, Teaching & Learning

Phone #:

Ext. 80304

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: June 15, 2020

Proposed Contract End Date: June 26, 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:

The District will collaborate with Sonoma State's EXCEL for Youth in offering summer classes to SRCS students. This will include:

- Providing 1 SRCS site staff for the 2 week program
- Providing a school site at which to offer classes to SRCS students
- Providing lunchtime help for the 2 weeks at an SRCS location
- Providing breakfast and lunch to students during program
- Promoting the program
- Supporting registration and communication with parents

(b) CONTRACTOR's Responsibilities and Duties:

EXCEL for Youth and the Sonoma State School of Extended Education will:

- Hire and select instructors
- Provide class materials and supplies
- Provide staffing (EXCEL Program Coordinator, On-site Coordinator, 4 teaching assistants)
- Provide t-shirts for every student
- Generate and provide schedule of classes & share in the registration process

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 15th, 2020, and will continue through June 26, 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 Sixty-two thousand, Five hundred Dollars (\$62,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The District shall pay the Independent Contractor upon receipt of an invoice after the completion of the services described above.



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?):

- 500 students, currently in grades 3<sup>rd</sup>-8<sup>th</sup>, will have the opportunity to be enrolled in the summer class offerings
- 500 students will have the opportunity to engage in a 3-hour class that supports content standards in an interactive, engaging learning environment

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

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

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

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend 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 (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## 12. Termination:

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

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

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

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

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

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

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

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

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

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



**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800 x80201

mmartin@srcs.k12.ca.us**CONTRACTOR:**Name: Sonoma State UniversityStreet: 1801 E. Cotati Ave.City/State/Zip: Robnett Park, CA 94928Phone: 707-664-3239Email: trudee.herman@sonoma.edu

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 8th DAY OF January, 2020.

**DISTRICT**

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

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x 80201

**AUTHORIZED SIGNER OR CONTRACTOR**Signature: Trudee HermanPrint Name: Trudee HermanTitle: Contract SpecialistEmail: trudee.herman@sonoma.eduPhone: 707-664-3237





## SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and The Santa Rosa Metro Chamber, 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: \_\_\_\_\_

Funding Category: ☐ Base ☒ Supplemental (summer school) ☐ Concentration  
☐ Restricted: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: up to 180 SRCS and Roseland 9<sup>th</sup> grade students

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 8/9/2020

\*\* Signature DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Rani Goyal, Director, Teaching and Learning Phone #: 707-890-3800 x30811  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Feb. 1, 2020 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 will provide the following for the Mike Hauser Academy –

- Hire up to 12 teachers to serve a 15/1 student ratio for 180 students (smaller class size due to space limitations at business sites)
- Provide three days of professional development for each teacher to plan a 2-day curriculum with assigned partnering business
- Provide an administrator/s to assist in running the program
- Set-up Google Classroom for each teacher, track attendance, transcripts, cohort groups and data
- Recruit 8th grade students
- Provide 5 HS Elective Credits to students who complete the program
- Work in partnership with Santa Rosa Chamber of Commerce & partnering businesses
- Provide lunch for students through Child Nutrition Services
- Run program from June 8-June 26, 2018 (M-TH and June 26, graduation)
- Provide a lab cart to needed classroom locations
- Provide parent education opportunity on the SSU ceremony day
- Assist in organizing SSU graduation ceremony on 6/26/20
- Provide demographic data regarding number of students qualified for free/reduced lunch, student ethnicity (reported race) and student language Status (EL, RFEP, EO)

(b) CONTRACTOR's Responsibilities and Duties:

The Santa Rosa Metro Chamber will provide the following for the Mike Hauser Academy:

- Provide an orientation meeting to participating students and their parents on an evening in May, 2020
- Provide transportation and locations for bus stops
- Provide materials for all students and staff
- Facilitate one day of planning and room to meet for teachers
- Identify a minimum of eight partnering businesses to use as classroom environments
- Organize graduation ceremony on June 26, 2020 to include speakers, certificates, tour of SSU, food invitations and all other graduation ceremony items.
- Businesses or Metro Chamber to provide lunch.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on Feb. 1, 2020, 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 ZERO Dollars (\$0.00) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No payment to Santa Rosa Metro Chamber; cost is associated with teacher salary. Total cost for teacher salary is dependent on number of teachers hired.

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?):

Santa Rosa Chamber will provide:

- Pre & post interest comparison survey

SRCS will track students as compared to their classmates who were not enrolled in MHA to determine impact on :

- Number of students enrolled in STEM classes in high school
- Number of students pursuing College or a Career in a STEM field pathway
- Attendance
- Grades
- Graduation rate and a-g completion

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:



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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800 x80201

[mmartin@srs.k12.ca.us](mailto:mmartin@srs.k12.ca.us)

**CONTRACTOR:**

Name: Santa Rosa Metro Chamber

Street: 50 Old Courthouse Square, Suite 110

City/State/Zip: Santa Rosa, CA 95404

Phone: (707) 545-1412

Email: anandas@santarosametrochamber.com

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

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

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

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

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

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



**DISTRICT**

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

Deputy Superintendent \_\_\_\_\_

[mmartin@sres.k12.ca.us](mailto:mmartin@sres.k12.ca.us)

707-890-3800 \_\_\_\_\_

**AUTHORIZED SIGNER or CONTRACTOR**

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

Print Name: PETER DOMBIE

Title: CBU

Email: Peter.R@Santitasanatruckee.com

Phone: 707-545-1477

## ADDENDUM TO CONTRACT

Between

YouthTruth (The Center for Effective Philanthropy, Inc.

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with YouthTruth (The Center for Effective Philanthropy, Inc. Board approved on December 11, 2019, is for services including grant development proposals to be submitted to government agencies and private foundations and to identify funding sources to support the Santa Rosa City Schools' strategic planning goals and values.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing service under this CONTRACT on \_\_n/a\_\_ and will continue through \_\_n/a\_\_, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in not event shall this CONTRACT exceed a term of five (5) years.

The contract, under Item 3. Compensation is amended to read: District agrees to pay CONTRACTOR for service satisfactorily rendered pursuant to this CONTRACT, a total fee not to exceed \$30,700. This is an additional \$1,800, over the original contract of \$28,900.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written January 7, 2020.

By: \_\_\_\_\_  
Jena Wilka, Executive Director

Date: \_\_\_\_\_

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Rick Edson  
Deputy Superintendent

Date: \_\_\_\_\_





Product Manager  
**James Wynder**  
JamesW@pqbids.com

1535 E 17<sup>th</sup> St. #207  
Santa Ana, CA 92705  
Tel 888-218-4173  
PQBids.com

To: Santa Rosa City Schools

Date: December 9, 2019

## Proposal for Prequalification of Prospective bidders Services Using Option 1

**We at PQBids propose the following services to Santa Rosa City Schools in the amount of:\***

**\$12,500 for 1 year**  
**\$24,000 for 2 years**  
**\$34,500 for 3 years**  
**\$45,000 for 4 years**  
**\$55,000 for 5 years**

1. To utilize our on-line automated prequalification web based services for your school district.
2. Pre-qualify contractors using our 10 step questionnaire.
3. Conducts interview process of two (2) prior projects [Part of our scoring model].
4. Verify contractors past two (2) years of audited, or reviewed, financials.
5. We also verify their letter of bondability and verify their accountant release letter.
6. Verify that Contractors have registered with the D.I.R. due to the mandatory SB 854.
7. View all approved general contractors and sub-contractors on your homepage.
8. We will provide all technical support
9. We will send you complete prequalification questionnaire and financials at your request (please note all financial statements are not subject to be shared with any entity other than the awarding agency).
10. Contractors are approved for a term of 1 year from the date approved.
11. Appeals Procedure as per noted on our website and through our tutorials. PQBids excludes any and all appeals procedures.

**\*agreement must be paid in full at time of agreement\***

Print Name: \_\_\_\_\_

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized signature only



## SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and The Circle-Way 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: \_\_\_\_\_

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration  
☐ Restricted: \_\_\_\_\_ ☐ Other \_\_\_\_\_

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: \_\_\_\_\_

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

\*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Signature-DISTRICT OFFICE DEPT.

Contract Created by: Kaesa Enemark Phone #: 890-3800 x80412  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 1-20-20 Proposed Contract End Date: 6-30-20

Requisition #: \_\_\_\_\_

### BUSINESS SERVICES USE ONLY

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

Funding Source/Funding Category verified: ☐ YES ☐ NO | Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Services Authorizer

LAST REVISED ON 4-5-17



1. Services.

(a) DISTRICT's Responsibilities and Duties:

District coordinator to support in The Circle-Way work. Provide and prepare the space for the formal restorative conference. Assist in selection of the date of the conference. Notify involved parties and employees of times and locations.

(b) CONTRACTOR's Responsibilities and Duties:

1. Complete the facilitation of a one-time restorative conference as part of a mediated settlement from Special Services. Due to the litigious nature of the settlement continued use of the same private consultant is crucial to maintain trust of participants.
2. Coaching and mentoring of involved restorative specialists, and employees in preparation for the formal restorative conference, Restorative Process and Circle Keeping for said conference.
1. Provide Restorative Processes support for incidents of harm when requested (not alone with students, but in collaboration with other employees for sustainability).

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 22, 2020 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 Three thousand dollars (\$3,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$150 per hour for 20 hours= \$3,000

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

Evaluation of service by parties involved in restorative conference/circle of support.  
Goal: 100% conflict resolved by participant survey

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.

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

---

☐ Provides safe and inviting facilities with current technology.

---

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

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

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

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

10. Indemnification:

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



compensation acts, disability benefit acts, or other employee benefit acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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



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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

Name: The Circle-Way- Shari Garn  
Street: 12139 Fiori Ln  
City/State/Zip: Sebastopol, CA 95472  
Phone: 707-484-3767  
Email: [Sharisongs@gmail.com](mailto:Sharisongs@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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 201

**DISTRICT**

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

Rick Edson \_\_\_\_\_

Deputy Superintendent \_\_\_\_\_

mmartin@srs.k12.ca.us

707-890-3800 x80201 \_\_\_\_\_

**AUTHORIZED SIGNER OR CONTRACTOR**

Signature: Shari Garn

Print Name: Shari Garn \_\_\_\_\_

Title: Founder/Owner \_\_\_\_\_

Email: Sharisongs@gmail.com

Phone: 707 484-3767 \_\_\_\_\_



2520 Venture Oaks Way, Suite 440  
Sacramento, California 95833  
Phone: 916-682-9494  
Fax: 916-682-0990  
PBK.com

June 22, 2018

VIA: Email



Mr. Michael Braff  
Director of Facilities  
Santa Rosa City Schools  
211 Ridgeway Avenue  
San Rosa, CA 93401  
E-mail: mbraff@srcs.k12.ca.us

**Re: Fee Proposal – Head Start School at Lewis Opportunity School**

Dear Mr. Braff:

On behalf of PBK, we appreciate the request of our firm to assist your team with providing Architectural / Engineering / Construction Administration Services for the Head Start School at Lewis Opportunity School, located at 2230 Lomitas Avenue, Santa Rosa, CA 95404 for Santa Rosa City Schools.

PBK proposes to deliver full design and construction phase services through the closeout of this project. Our team maintains and perpetuates a positive office culture that is extremely fast-paced and client-oriented. It is truly our intent to become an extension of the District, and create a seamless partnership in facilitating all services as proposed on this important project. We listen carefully to your objectives and creative and cost-effective solutions, and are able to provide the multi-discipline resources necessary to solve every challenges throughout the construction process.

**I. SCOPE OF WORK:**

- A. Planning and design of exterior playground to serve 3- Head Start classrooms and 4– future Special Needs classrooms including path of travel, grading, sewer, water and drainage
- B. Reconfigure 3- existing Relocatable classrooms to 3- Head Start classrooms including toilet rooms in each classroom.
- C. Remodel existing restroom in portable for adult staff restrooms.
- D. ADA path of travel upgrades.
- E. New interior finishes and casework.
- F. New lighting, low voltage, plumbing and HVAC.
- G. New exterior paint.
- H. Coordination and integration to existing campus systems.
- I. Signage.
- J. Estimate Construction Cost \$650,000.00 - \$700,000.00:
  - 1. Site upgrades, ADA, Utilities: \$150,000 (\$75K/Program)
  - 2. Playground: \$150,000 (\$75K/Program)
  - 3. 3-Head Start Classroom Remodel: \$375,000 (\$125K/Classroom)
  - 4. Restroom Portable Remodel: \$100,000 (\$50K/Program)

**II. SCOPE OF ARCHITECTURAL/ENGINEERING SERVICES:**

- A. Review of existing DSA approved plans provided by SRCS.
- B. Meeting with site and District to share findings and recommendations for any changes.
- C. Meeting with DSA to discuss overall project and design.
- D. Design meetings with site, District, and consultants to review layouts and

- equipment/components being recommended.
- E. Develop design documents to include site improvements, building improvements including structural, electrical, low voltage, plumbing and HVAC.
  - F. Coordination of consultants.
  - G. Design Development documents.
  - H. Construction Documents, including drawings, specifications, civil engineering, structural engineering, electrical engineering, mechanical/plumbing engineering and 50% and 95% document review meetings.
  - I. Submittal to DSA and DSA approval.
  - J. Bidding assistance under a lease-leaseback delivery method.
  - K. Construction Administration services, including three site visits, shop drawing and submittal reviews, responses to RFI's and CCD's.
  - L. Work with lease-leaseback contractor on cost estimating to validate budget, including establishment of bid alternates.
  - M. DSA close-out.

### III. **ASSUMPTIONS & EXCLUSIONS:**

- A. The District will provide drawings of DSA approved Relocatables.
- B. The District will provide topographical surveys of the areas included within the scope of work, including path of travel areas as required by the Division of the State Architect (DSA). PBK will assist the District in identifying areas for the extent of survey if required.
- C. The District will provide any design standards for the various systems to be installed within the scope of work no later than completion of the Schematic Design Phase. If existing standards are not in place, PBK will assist the District in providing such standards based on our experience with similar projects.
- D. No structural design for complete seismic upgrade included in our proposal.

### IV. **COMPENSATION:**

- A. The total project scope and budget is not yet fully determined, however, PBK proposes a fixed fee for our services, including consultants for civil, structural, electrical and mechanical/plumbing.
- B. **PBK proposes a Not to Exceed fee of *Eighty Thousand Dollars (\$80,000.00)* for civil, landscape, architectural, mechanical, plumbing and electrical design services.**
- C. **The fee is developed as follows:**
  - Civil \$25,000
  - Landscape \$10,000
  - Architecture \$25,000
  - Structural excluded
  - MEP \$20,000

### V. **ADDITIONAL SERVICES:**

- A. If additional work is required beyond what is noted herein, PBK will provide services for each scope of work item on an hourly rate basis, per attached Hourly Rate Sheet (Attachment A), unless a fixed fee is agreed upon. No additional services will be performed prior to receiving written authorization.

### VI. **REIMBURSABLE EXPENSES:**

- A. All reimbursable expense invoices will include associated back-up receipts. There will be NO mark- up on reimbursable expenses. Reimbursable expenses will be limited to



the following unless otherwise defined in basic architectural agreement.

1. Printing/copying of all necessary documents as required for submittal and approval of drawings and specifications to the Division of the State Architect (DSA), the California Department of Education (CDE) and Office of Public School Construction (OPSC).
2. Printing/copying of all necessary Drawings and Specifications for Progress Review Sets for the District or the District's authorized representative(s) during the Design Phase(s).
3. Copying and mailing of submittals during Construction.
4. Copying and mailing of documentation for DSA during Construction and Closeout.
5. Copying and mailing of documentation for all State Agencies.

**VII. SCHEDULE:**

To be determined working in conjunction with District. Proposed initial schedule provided as Attachment B.

All of us at PBK are grateful for the opportunity to submit this proposal. Please do not hesitate to call at any time if you should have any questions.

Sincerely,



Gary Gery, AIA C-17626  
*Principal, PBK*

Attachments

## **Attachment A**

( Effective June 1, 2018 – May 31, 2019)

# **HOURLY BILLING RATES**

Principal in Charge	\$220.00
Design Director	\$210.00
Senior Project Manager	\$200.00
Senior Project Architect	\$200.00
Project Manager	\$180.00
Project Architect	\$175.00
Project Lead / Technical Leader	\$145.00
Project Coordinator	\$125.00
Architectural Intern / Designer	\$110.00
Intern	\$85.00
Senior Project Designer	\$195.00
Project Designer	\$180.00
Design Leader	\$135.00
Designer II	\$130.00
Designer	\$105.00
Senior Educational Facilities Planner	\$220.00
Facilities Planner	\$180.00
Senior Construction Administrator	\$200.00
Construction Administrator	\$175.00
Sustainable Designer	\$155.00
Specification Writer	\$180.00
Agency Compliance	\$105.00
Cost Estimator	\$200.00
Clerical / Office	\$95.00



## **Attachment B**

# **Santa Rosa City Schools**

## **“Proposed DESIGN AND CONSTRUCTION SCHEDULE”**

### **Lewis Head Start School**

June 21, 2018

Notice to Proceed.....	July 1, 2018
Programming/Schematic Design Phase .....	July 2018
District/Site Meeting to Review .....	August 7, 2018
Design Development Review with District .....	September 11, 2018
50% Construction Document Page Turn with District .....	October 5, 2018
90% Construction Document Page Turn with District.....	October 26, 2018
DSA Submittal for Plan Review (Dependent on DSA Approval Date).....	November 8, 2018
DSA Approval.....	February, 2018

2520 Venture Oaks Way, Suite 440  
Sacramento, California 95833  
Phone: 916-682-9494  
Fax: 916-682-0990  
PBK.com

November 22, 2019 (Revised December 10, 2019)

VIA: Email



Mr. Michael Braff  
Director of Facilities  
Santa Rosa City Schools  
211 Ridgeway Avenue  
San Luis Obispo, CA 93401  
E-mail: mbraff@srcs.k12.ca.us

**Re: Fee Proposal – SRCS Lawrence Cook Middle School/Cesar Chavez Language Academy Student/Bus Drop-off Site Improvements – Phase 2**

Dear Mr. Braff:

On behalf of PBK, we want to express how much we genuinely appreciate the request of our firm to assist your team at Santa Rosa City Schools with providing Architectural / Engineering Services for the new student/bus drop-off, parking configuration, and hard courts at the Lawrence Cook Middle School/Cesar Chaves Language Academy, Santa Rosa, CA 95403 for Santa Rosa City Schools.

PBK proposes to deliver full design and construction phase services through the closeout of this project. Our team maintains and perpetuates a positive office culture that is extremely fast-paced and client-oriented. It is truly our intent to become an extension of the District and create a seamless partnership in facilitating all services as proposed on this important project. We listen carefully to your objectives and creative and cost-effective solutions and can provide the multi-discipline resources necessary to solve every challenge throughout the construction process.

**I. SCOPE OF WORK:**

- A. Fencing and gates at front of school
- B. Student and Bus Drop-off; including new parking configuration
- C. Renovate exterior landscaped area at affected areas
- D. Drainage improvements at new work
- E. Relocation of playground equipment
- F. ADA path of travel upgrades
- G. Project cost budget is estimated at \$3.3 million per attached.

**II. SCOPE OF ARCHITECTURAL/ENGINEERING SERVICES:**

- A. Review of existing plans provided by SRCS.
- B. Design meetings with site, District and consultants to review layouts being recommended.
- C. Develop design documents for site improvements, including landscape, civil and electrical.
- D. Coordination of consultants.
- E. Construction Documents, including drawings, specifications, civil engineering, electrical engineering, and 50% and 95% document review meetings.
- F. DSA Access only submittal and approval.
- G. Bidding assistance, including pre-bid, and bid opening.
- H. Construction Administration services, including weekly site visits, shop drawing and submittal reviews, responses to RFI's and CCD's, change order review, punch list and verification, interfacing with DSA and IOR, review contractor work (for quality and drawing compliance).
- I. Project closeout including contractor and DSA.



**III. ASSUMPTIONS & EXCLUSIONS:**

- A. The District will provide existing as-drawings.
- B. Project will be submitted to DSA; approval via over the counter review process.
- C. No boundary survey provided.
- D. Mechanical and structural engineering.
- E. Geotechnical survey report.
- F. SWPP Plan.

**IV. COMPENSATION:**

- A. **PBK proposes a fee equal to 8-1/2% of the cost of construction for civil, electrical, landscape and architectural design services. For this project the initial fee basis shall be calculated as 8-1/2% x \$3,301,458 for a total of *Two Hundred Eighty Thousand Six Hundred Twenty Four Dollars (\$280,624)*, to be paid as follows:**

Schematic Design	10%
Design Development	10%
Construction Documents	40%
DSA	5%
Bidding	5%
Construction Administration	25%
Closeout	5%

**V. ADDITIONAL SERVICES:**

- A. If additional work is required beyond what is noted herein, PBK will provide services for each scope of work item on an hourly rate basis, per attached Hourly Rate Sheet (Attachment A), unless a fixed fee is agreed upon. No additional services will be performed prior to receiving written authorization.
- B. Survey Work

**VI. REIMBURSABLE EXPENSES:**

- A. All reimbursable expense invoices will include associated back-up receipts. There will be NO mark- up on reimbursable expenses. Reimbursable expenses will be limited to the following unless otherwise defined in basic architectural agreement.
  - 1. Printing/copying of all necessary Drawings and Specifications for Progress Review Sets for the District or the District's authorized representative(s) during the Design Phase(s).
  - 2. Printing/copying of all documents required by DSA and other agencies.
  - 3. Printing/copying of all documents required for bidding and construction.
  - 4. Copying and mailing of submittals during Construction.

**VII. SCHEDULE:**

To be determined working in conjunction with District. Proposed initial schedule provided as Attachment B.

All of us at PBK are grateful for the opportunity to submit this proposal. Please do not hesitate to call at any time if you should have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary J. Gery".

Gary J. Gery, AIA C-17626  
*Principal, PBK*

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Mr. Michael Braff

Attachments



## **Attachment A**

(Effective June 1, 2019 – May 31, 2020)

# **HOURLY BILLING RATES**

Principal in Charge	\$220.00
Design Director	\$210.00
Senior Project Manager	\$200.00
Senior Project Architect	\$200.00
Project Manager	\$180.00
Project Architect	\$175.00
Project Lead / Technical Leader	\$145.00
Project Coordinator	\$125.00
Architectural Intern / Designer	\$110.00
Intern	\$85.00
Senior Project Designer	\$195.00
Project Designer	\$180.00
Design Leader	\$135.00
Designer II	\$130.00
Designer	\$105.00
Senior Educational Facilities Planner	\$220.00
Facilities Planner	\$180.00
Senior Construction Administrator	\$200.00
Construction Administrator	\$175.00
Sustainable Designer	\$155.00
Specification Writer	\$180.00
Agency Compliance	\$105.00
Cost Estimator	\$200.00
Clerical / Office	\$95.00

**Attachment B**

**Santa Rosa City Schools**

**“Proposed DESIGN AND CONSTRUCTION SCHEDULE”**

**LCMS/CCLA Student/Bus Drop-off & Site Work**  
December 10, 2019

Notice to Proceed .....	December 2, 2019
Design Development Review with District.....	December 20, 2019
50% Construction Document Page Turn with District .....	January 21, 2020
95% Construction Document Page Turn with District .....	February 14, 2020
DSA Back Check Approval.....	February 26, 2020
Bidding.....	March 2020
Bid Award .....	April 2020
Construction .....	June - August 2020



## ADDENDUM TO CONTRACT

Between

Kathy Ferrell, RPT

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Kathy Ferrell approved on (date approve by BOE), to provide Pediatric Physical Therapy to Santa Rosa City Schools. *If services are not part of original contract include the new services here.*

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$8,300.00 dollars. This is an increase of \$4,500.00.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written \_\_\_\_\_.

Contractor's Name

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

Name: Kathy Ferrell, RPT

Date: \_\_\_\_\_

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Rick Edson  
Deputy Superintendent

Date: \_\_\_\_\_