



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".

SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* [X] 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: Supplemental 5850, 5150 Goal 2

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

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

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

Number of Individuals Served: Students at schools being served

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

Departmental Approval**: Date:
**Signature-DISTRICT OFFICE DEPT.

Contract Created by: Steve Mizera, Assistant Superintendent, SAFS Phone #: 890-3800 x 80301
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 13, 2020 Proposed Contract End Date: June 30, 2021

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of: [] Insurance(s) [] W-9 Form [] HR Clearance, if applicable (if working with the students)
Funding Source/Funding Category verified: [] YES [] NO | Board Approval Date:

Verified by: Rick Edson, Assistant Superintendent, Business Services Date:
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Provide a private room at each identified school campus for the use of the SAY Mental Health Clinician.
- Provide the Clinician a key to access appropriate school buildings (ex: office, bathrooms, staff breakroom, copy area, etc.)
- Keep in regular communication with SAY's Coordinator of School-Based Mental Health Services concerning the needs of the schools, District, and degree to which the SAY Clinician is meeting schools' needs.
- Keep in regular communication with SAY's Coordinator of School-Based Mental Health Services concerning needs for District surveys, promotional materials, etc.
- Communicate data on student attendance, GPA, suspensions, and other data as needed in support of required outcome measures.
- Compensate SAY for providing mental health services across SRCS campuses over the course of the 2020-2021 school year.
- Provide services to school based on the days per week listed in Appendix A for 41 school weeks.

(b) CONTRACTOR's Responsibilities and Duties:

- Provide a qualified Mental Health Clinician to provide Mental Health Wellness services to students on Santa Rosa City School District's school sites.
- Provide supervision and case-consultation meetings for Mental Health Clinicians on a weekly basis.
- Ensure that the Mental Health Clinician follows the legal, ethical, and professional guidelines of the Mental Health Profession.
- Ensure that the scope of responsibilities of the Mental Health Clinician is consistent with the school's needs and the individual Mental Health Clinician's level of training and experience.
- Ensure that the Mental Health Clinician responds to the students at SRCS campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.
- Report on a quarterly basis on the status of outcomes to the District
- Establish a "teletherapy" system to provide services remotely when needed due to COVID 19.
- In the event of school closure due to COVID 19 or Public Safety Power Shut-off Mental Health Clinicians will be assigned additional students to carry out weekly "check-ins" via phone or video conferencing above and beyond assigned caseloads.

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 13, 2020, and will continue through June 30, 2021, 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 hundred, twenty-six thousand, one hundred seventy-six Dollars (\$326,176). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See Appendix A for number of days a week and costs per school. Invoices sent quarterly based on the number of staff working on sites during the previous quarter.

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 outcomes provided below will be reported to the DISTRICT on a quarterly basis (September, December, March, and June), information concerning students reported progress and satisfaction with services will be included in the December and June reports.

- Demographics of students receiving services including age, gender, ethnicity
- Number of students receiving services, types of services provided to students, and the number of sessions students received
- Number of referrals made for services by school and reasons for referral
- Date a referral for services was made and the date services were started
- Number of times clinicians were engaged in supporting students with a suicide assessment, and the number of reports clinicians made to CPS
- Number of unassigned campus days by school site and reason site does not have an assigned clinician (i.e. paternity/maternity, resignation, position not yet filled, medical leave)
- Number of students referred that did not receive services and the reason services did not occur (i.e. student declined, parent declined, student no longer attending school, consent form not returned, receiving outside services, other)

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR,

CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

DISTRICT:

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

CONTRACTOR:

Katrina Thurman, CEO
Social Advocates for Youth
2447 Summerfield Drive
Santa Rosa, CA 95403
707-544-3299

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

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

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract

for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

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

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

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF _____, 2020

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Rick Edson

Typed Name

Typed Name

Assistant Superintendent Business Services

Title

Title

707-890-3800 x80205

Telephone Number

Telephone Number

Appendix A

2020-2021 SAY School-Based Mental Health Assignments							
	Schools	Total Days of S.A.Y.	Total Cost	District Purchase	Cost (\$20,386 Per day)	School Purchase (Site LCAP)	Cost (\$20,386 Per day)
Secondary Schools	Herbert Slater	2	\$40,772	2	\$40,772		
	Hilliard Comstock	2	\$40,772	2	\$40,772		
	Rincon Valley/ SRACS	2	\$40,772	2	\$40,772		
	Santa Rosa Middle	2	\$40,772	2	\$40,772		
	Elsie Allen	2	\$40,772	2	\$40,772		
	Maria Carrillo	2	\$40,772	2	\$40,772		
	Montgomery	2	\$40,772	2	\$40,772		
	Piner	2	\$40,772	2	\$40,772		
	SRCS Total Service Days	16	\$326,176	16	\$326,176.		



Quote

Prepared Date 7/3/2020
Quote# 42974

Quote Expires 7/15/2020
Billing Schedule *Annually, Due at the start of each term
Payment Terms Net 30
Term Start Date 7/1/2020
Term End Date 6/30/2023

Service Provider

School Loop Inc
401 Congress Avenue, Suite 2650
Austin TX 78701
United States

Customer

Santa Rosa City Schools

Bill To

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa CA 95401
United States

End User

Santa Rosa City Schools

Ship To

Business Services
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa CA 95401
United States

Item	Qty	Item Description
SLS2.0 - Site License - Standard	20	SLS2 - Site License Year 1 = 18,750
SLS2.0 - Site License - Standard	20	SLS2 - Site License Year 1 = 23,438.40
SLS2.0 - Site License - Standard	20	SLS2 - Site License Year 1 = 25,312.56

Total Fees Due \$67,500.96

<p>For Customer:</p> <p>CUSTOMER SIGNATURE</p>	<p>For Service Provider:</p> <p>SERVICE PROVIDER SIGNATURE</p>
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Does your company require a PO number indicated on the invoice?

- NO. PO IS NOT REQUIRED
- YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Is the bill to address above correct or not?

- YES



Quote

Prepared Date
Quote#

7/3/2020
42974

NO, Indicate the complete address:

Is the ship to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:



Quote

Prepared Date
Quote#

7/3/2020
42974

Special Terms

This Quote is governed by the terms and conditions previously executed by the parties (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
2. The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
4. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.
5. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS **QUOTE** AND THE **MASTER AGREEMENT**.



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 NWEA 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

Funding Source: 01-0500-0-1140-1000-5817-249-H105
01-0500-0-1140-1000-5817-119-E103
01-3312-0-5770-1190-5817-298-5198
01-3312-0-5770-1190-5817-298-5198
01-3312-0-5770-1190-5817-298-5198

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: K-12 SPED teachers, grades 7 and 8 ELA and math teachers plus their students and 4 elementary schools piloting (Lehman, Lincoln, CCLA, FACS)

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 7/15/2020

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Rani Goyal: Director Teaching and Learning Phone #: (707) 390-3800 x80311
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2020 Proposed Contract End Date: June 30, 2021

Requisition #: R21-00346

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: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will:

- Coordinate dates for services with the NWEA main contact listed on this agreement.
- Coordinate and provide room(s)/facilities for trainings as necessary.
- Publicize all workshops/events and schedule teachers' attendance when required.
- Provide substitutes or extended pay for teachers as needed to participate in services.
- Provide technical support as needed for rostering of students, alignment to Illuminate, etc.
- Provide substitutes for in person training if training conducted in person during work hours or hourly pay for training conducted virtually after school hours.
- Provide headsets for elementary students at sites if needed to assist with the Reading Fluency enrichment tool

(b) CONTRACTOR's Responsibilities and Duties:

NWEA will:

1. Provide 7200 licenses for students (the "Services").
2. Provide MAP Growth [Grades K-12] (**Math, Reading and Language, Reading in Spanish (K-8) and Math in Spanish (K- 12)**) bundle at \$13.50 per license for all three assessments.
3. Provide 3000 MAP Reading Fluency licenses for grades K- 5 plus two -hour start up training.
4. Provide 4100 Map Accelerator (math support) for grades K- 12 plus two-hour start up training.
5. Provide Access to our online Professional Learning Portal that gives you access to our online course training videos and workshops. This provides a continued resource for product training.
6. SRCS has an assigned Account Manager. The Account Manager is there to help with questions and support as long as you are a partner. Not only do you have access to our support line 877-469-3287, but also to an Account Manager that can help with more in-depth questions around planning and data usage.
7. Two onsite training days at a cost of \$3500 per 6-hour day (the "Training") **or** 4 virtual sessions (\$1000 per session).

SEE ATTACHED SCHEDULE As WITH QUOTE NUMBERS 00026092 for MAP Growth licensing, 00035846 for MAP Reading Fluency and MAP Accelerator start up, 00035848 for MAP Reading Fluency and MAP Accelerator licensing **AND** 00035452 and 00035577 for options for training **WHICH ARE INCORPORATED HEREIN BY REFERENCE.** In addition to the terms herein, the Services are subject to the Master Subscription Agreement (the "MSA") which is located at <https://legal.nwea.org/us-master-subscription-agreement.html> and incorporated herein by reference. In the event of a conflict between the MSA and this Service Contract, this Service Contract shall prevail.

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

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One hundred thirteen thousand six hundred thirty seven Dollars and eighty Cents (\$113,637.80). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice for training(s) to be paid after service rendered; licensing to be paid in May, 2021.

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?):

Teachers will be able to document what students know, what they are ready for and what they need further instruction through the use of MAP Growth assessments. Teachers can then develop learning plans for individual students or as a whole class to support student learning. MAP is aligned with common core curriculum and can support deeper student learning.

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) Subject to the limits in the amount and types of insurance coverage required pursuant to Section 11 of this Agreement, CONTRACTOR shall indemnify and hold DISTRICT harmless for any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, awarded for personal injury, including death, or damage to real or personal property of DISTRICT to the extent proximately caused by an employee or agent of CONTRACTOR on DISTRICT'S premises, or resulting from CONTRACTOR'S negligence, willful misconduct, or fraud. CONTRACTOR'S indemnification herein shall be in addition to the Indemnification by NWEA set forth in Section 21.2 of the MSA and shall be excluded from the Limitation of Liability, set forth in Section 20 of the MSA. 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) Except as otherwise limited by the MSA, 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 in the event CONTRACTOR or CONTRACTOR'S employees have direct contact with DISTRICT'S students, that CONTRACTOR and CONTRACTOR'S employees will be subject to the fingerprinting requirements of Education Code section 45125.1 and that, in such event, 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: With respect to the Training, 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. With respect to the Services, DISTRICT agrees that the Services are licensed and not sold to DISTRICT and that CONTRACTOR retains ownership of such Services in accordance with Section 4 (Ownership) of the MSA.

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

CONTRACTOR:

Name: NWEA
Street: 121 NW Everett Street
City/State/Zip: Portland, OR 97209
Phone: 503-624-1951
Email: scott.coffee.nwea.org

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

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

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

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

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

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

DISTRICT

Signature: _____

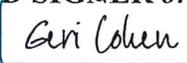
Rick Edson

Assistant Superintendent

mmartin@srcs.k12.ca.us

707-528-5831

AUTHORIZED SIGNER or CONTRACTOR

Signature:  _____

Print Name: Gerri Cohen

Title: CFO

Email: legalservices@nwea.org

Phone: 503-624-1951



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 08/01/2020
License End Date: 07/31/2021

Created Date: 07/02/2020
Quote Number: 00026092
Partner ID: 16515

Prepared By: Mark Christian
Phone: (925) 262-6497
Email: mark.christian@nwea.org

Contact Name: Rani Goyal
Phone: (707) 890-3800 x80311
Email: rgoyal@srcs.k12.ca.us

Bill To Name: Santa Rosa City School
District
Bill To Address: 211 Ridgway Avenue
Santa Rosa, CA 95401

Ship To Name: Santa Rosa City School District
Ship To Address: , CA

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include Credit - Service Unavail and MAP Growth K-12.

Quote Discount -\$21,562.20
Quote Subtotal \$75,637.80
Estimated Tax \$0.00
Grand Total \$75,637.80

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: [Handwritten Signature]

Printed Name: RANI GOYAL

Date: 7-15-2020

Title: Director



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date:
License End Date:

Created Date: 06/29/2020
Quote Number: 00035577
Partner ID: 16515

Prepared By: Shelley Ghannam
Phone:
Email: shelley.ghannam@nwea.org

Contact Name: Rani Goyal
Phone: (707) 890-3800 x80311
Email: rgoyal@srcs.k12.ca.us

Bill To Name: Santa Rosa City School
District
Bill To Address: 211 Ridgway Avenue
Santa Rosa, CA 95401

Ship To Name: Santa Rosa City School District
Ship To Address: 211 Ridgway Ave
Santa Rosa, CA 95401-4320

Table with 4 columns: Product, Sales Price, Quantity, Total Price. Row 1: Virtual Consulting - 120 Mins - Up to 25 Participants, \$1,000.00, 4, \$4,000.00

Quote Subtotal \$4,000.00
Estimated Tax \$0.00
Grand Total \$4,000.00

Notes

This is for virtual training for MAP Growth Basics for elementary schools.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: [Handwritten Signature]

Printed Name: RANI GOYAL

Date: 7-15-2020

Title: Director



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date:
License End Date:

Created Date: 06/29/2020
Quote Number: 00035452
Partner ID: 16515

Prepared By: Shelley Ghannam
Phone:
Email: shelley.ghannam@nwea.org

Contact Name: Rani Goyal
Phone: (707) 890-3800 x80311
Email: rgoyal@srcs.k12.ca.us

Bill To Name: Santa Rosa City School
District
Bill To Address: 211 Ridgway Avenue
Santa Rosa, CA 95401

Ship To Name: Santa Rosa City School District
Ship To Address: 211 Ridgway Ave
Santa Rosa, CA 95401-4320

Table with 4 columns: Product, Sales Price, Quantity, Total Price. Row 1: MAP Growth Basics Workshop, \$3,500.00, 2, \$7,000.00

Quote Subtotal \$7,000.00
Estimated Tax \$0.00
Grand Total \$7,000.00

Notes

This is for two full days onsite MAP Growth basic training.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: [Handwritten Signature]

Printed Name: RANI GOYAL

Date: 7-15-2020

Title: Director



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 12/01/2020
License End Date: 07/31/2021

Created Date: 07/09/2020
Quote Number: 00035848
Partner ID: 16515

Prepared By: Shelley Ghannam
Phone:
Email: shelley.ghannam@nwea.org

Contact Name: Rani Goyal
Phone: (707) 890-3800 x80311
Email: rgoyal@srcs.k12.ca.us

Bill To Name: Santa Rosa City School
District
Bill To Address: 211 Ridgway Avenue
Santa Rosa, CA 95401

Ship To Name: Santa Rosa City School District
Ship To Address: 211 Ridgway Ave
Santa Rosa, CA 95401-4320

Table with 4 columns: Product, Sales Price, Quantity, Total Price. Rows include MAP Reading Fluency and MAP Accelerator.

Quote Subtotal \$29,500.00
Estimated Tax \$0.00
Grand Total \$29,500.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: [Handwritten Signature]

Printed Name: RANI GOYAL

Date: 7-15-2020

Title: Director



**Schedule A
For
Fall 2020 Testing Evaluation**

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	07/09/2020
Subscription Start Date:	08/01/2020	Quote Number:	00035846
Subscription End Date:	11/30/2020	Partner ID:	16515
Prepared By:	Shelley Ghannam	Contact Name:	
Phone:		Phone:	
Email:	shelley.ghannam@nwea.org	Email:	
Bill To Name:	Santa Rosa City School District	Ship To Name:	Santa Rosa City School District
Bill To Address:	211 Ridgway Avenue Santa Rosa, CA 95401	Ship To Address:	211 Ridgway Ave Santa Rosa, CA 95401-4320

Product	Sales Price	Quantity	Grade Levels	Total Price
MAP Accelerator Fall 2020 Evaluation License	\$0.00	4,100	3;4;5;6;7;8	\$0.00
Virtual Getting Started with MAP Accelerator (2-hour session, up to 12 participants)	\$750.00	1	Pre-K;K;1;2;3;4;5;6;7;8;9;10;11;12	\$750.00
MAP Reading Fluency Add-On Fall 2020 Evaluation License	\$0.00	3,000	Pre-K;K;1;2;3;4;5	\$0.00
Virtual MAP Reading Fluency Basics Workshop (up to 12 participants)	\$750.00	1	Pre-K;K;1;2;3;4;5	\$750.00

Quote Subtotal	\$1,500.00
Estimated Tax	\$0.00
Grand Total	\$1,500.00

Terms and Conditions

This Schedule A is subject to the terms and conditions of NWEA's United States Master Subscription Agreement located at <https://legal.nwea.org/> (the "Terms"), which are hereby incorporated by reference. By signing this Schedule A you agree you have read and understood the Terms and agree to the Terms.

This Schedule A is subject to supplemental terms and conditions located at <https://legal.nwea.org/map-accelerator-supplemental-terms-and-conditions.html>, which are hereby incorporated by reference. Some of these supplemental terms and conditions (the "MAP Accelerator Terms") modify NWEA's standard Terms as applied to the MAP Accelerator Service listed herein (the "Service").

The Products, including the Service, are offered under Evaluation License terms pursuant to Section 22 of the Terms for the full term of the subscription. The subscription is valid through November 30, 2020. The Products are being provided to Subscriber on an as-is basis for Subscriber's evaluation and feedback. Limited support will be provided during normal business hours to assist Subscriber in using and evaluating the Products.

The MAP Accelerator Service is provided by Khan Academy, Inc., a California 501(c)(3) organization ("Khan"), through Khan's website located at <http://khanacademy.org> and related application programming interfaces (API's), mobile applications and online services ("Website").

Each student, teacher, leader, aide, or other similar personnel enrolled in the Service will be registered with an individual user account on the Khan Academy Website, use of which is governed exclusively by the Khan Academy Website Terms of Service (<https://www.khanacademy.org/about/tos>) and Privacy Policy (<https://www.khanacademy.org/about/privacy-policy>), as further described in the MAP Accelerator Terms. These accounts will enable users to access all of Khan Academy's standard features and will remain in effect following the end of the Subscription term.



Subscriber hereby grants permission for NWEA to disclose to Khan data related to the use of MAP Accelerator, including, but not limited to, Student Education Records and Demographic Data, for Khan's use in connection with the Service and in Khan Website accounts established (or Linked) in connection therewith, as further provided in the MAP Accelerator Terms. Subscriber further grants permission for NWEA to disclose to Khan the contract terms agreed and proposed to be agreed between Subscriber and NWEA with respect to the MAP Accelerator and the Terms applicable to the MAP assessment to which the MAP Accelerator relates.

Rostering and account provisioning support will be provided through Clever Inc's SecureSync service. Subscriber acknowledges that use of MAP Accelerator is contingent upon Subscriber rostering through Clever. Subscriber's use of Clever is subject to the terms and conditions of the agreement between Subscriber and Clever and NWEA and Khan Academy assume no liability for claims or damages resulting from Subscriber's use of Clever. Subscriber confirms instruction to roster students based on the data provided to NWEA and Khan Academy, respectively, via Clever SecureSync and hereby grants permission for NWEA and Khan Academy to share information via Clever for account administration purposes.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy at <http://legal.nwea.org/supplementalterms.html>

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the Terms identified here are valid until August 31, 2020. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: 

Printed Name: RANI Goyal

Date: 7-15-2020

Title: Director

Licenses 80/20 Split w/SPEC Ed

$$\text{Spec Ed } 10\% = 7,563.78 + 4,000 + 29,500 + 1,500 = 42,563.78$$

$$\text{T+L } 90\% = 68,074.02$$

Online computation

$$01-0500-0-1140-1000-5817-249-H105 = 54,459.22$$

$$01-0500-0-1140-1000-5817-119-E105 = 13,614.80$$

$$01-3312-0-5770-1190-5817-298-5198 = 7563.78$$

$$01-3312-0-5770-1190-5880-298-5198 = 25,000$$

$$01-3312-0-5770-1190-5180-298-5198 = 10,000$$

$$\begin{array}{r} 110,637.80 \\ - 113,637.80 \\ \hline < 3,000.00 > \end{array}$$



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 Trellis Education, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 0500 - 0 - 1140 - 1000 - 5800 - 249 - H105

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

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

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

Number of Individuals Served: 13 mentor teachers, 11 mentees and approximately 1600 students

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

Departmental Approval**: Signature - DISTRICT OFFICE DEPT. SIGNATURE Date: 7/14/2020

Contract Created by: Rani Goyal, Director, Teaching and Learning Phone #: (707) 390-3800 x30811
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Proposed Contract End Date:

Requisition #: R21-00336

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS Mentor Fellows will Effectively Support SRCS Teacher Scholars and Residents (Pre-service through Year 5 middle- and high-school math and science teachers) by:

- Teaching or have teaching experience in district mathematics or science classrooms
- Engaging in full co-teaching with mentees from SSU (student teachers) that includes weekly co-planning, co-teaching, observation and debrief of teaching practice (Pre-service mentoring only)
- Co-creating multi-year Individualized Learning Plans with mentee(s) working to clear their credentials and facilitate, monitor and document their progress (Early in-service mentoring only)
- Using Trellis tools in support of District tools (as appropriate /meaningful) to support and track the growth of their mentees enacting core STEM teaching practices and exceeding all state and district expectations for professional growth
- Participating actively in the Trellis Mentor Fellow community in order to develop mentoring expertise and to continue to employ best practices in STEM teacher mentoring

Santa Rosa City Schools will Effectively Support SRCS Teacher Scholars and Residents by:

- Supporting partner schools to shift structures that allow first and second year Teacher Scholars to teach up to a 0.8 FTE course load, without any additional non-teaching responsibilities, while being paid for 1.0 FTE with full salary and benefits, pending funding and scheduling constraints. Trellis will compensate the DISTRICT \$15,000 for any first year Trellis Teacher Scholar with an extra release period.
- Allowing the Mentor Fellow full access to the Teacher Scholar's classroom.
- Working with Trellis and Sonoma State University to reduce the financial barrier for teacher candidates.

Santa Rosa City Schools will Effectively Support SRCS Mentor Fellows by:

- Supporting the expansion of an accomplished, professional community of other STEM teacher mentors working with early-career teachers in the District and in other diverse, California public schools and breaking new ground in STEM teacher education;
- Supporting SRCS Mentor Fellows to facilitate training in content-agnostic and STEM-specific mentoring, including working with Trellis Education to provide induction support to probationary-status STEM teachers;
- Providing ongoing support for mentoring work;
- Supporting opportunities to collaborate with and learn from teacher educators and faculty from Sonoma State University (e.g., co-teaching a university-based methods course).
- Funding \$2,000 (40%) of the annual mentor stipend for all pre-service and induction mentors as invoiced by Trellis Education.
- Funding an additional \$1,500 (30%) of the annual stipend for all pre-service mentors paid out of the CTC Teacher Residency Implementation Grant (assuming annual acquisition and/or renewal of funding) as received from Napa Unified and invoiced by Trellis Education.
- Supporting the funding of mentor fellow and resident training (at least \$2,000 per Resident) paid out of the CTC Teacher Residency Implementation Grant paid by the grant manager (currently Napa Valley Unified)
- In addition to paying the Contractor for mentor stipends, SRCS will provide a \$12,500 annual stipend (paid in monthly installments of \$1,250.00 from August to May) directly to each STEM resident, paid out of the CTC Teacher Residency Implementation Grant and invoiced to Napa Valley Unified School District.

(b) CONTRACTOR's Responsibilities and Duties:

Trellis Education will Effectively Support Teacher Scholars and Residents by:

- Providing \$15,000 to the DISTRICT in Year 1 to fund a Teacher Scholar's extra release period and ensure she/he/they is paid for 1.0 FTE with full salary and benefits (while teaching a 0.8 FTE course load).
- Providing personalized tools for the Teacher Scholar - and his or her Mentor Fellow - to gather data about their teaching practice and how it is improving over time
- Covering the cost to train and support the Teacher Scholar and Residents above the stipend and district contribution.
- Summarizing individual Teacher Scholar's and comparison system-wide data about teacher growth

Trellis Education will Effectively Support SRCS Mentor Fellows by:

- Supporting the expansion of an accomplished, professional community of other STEM teacher mentors working with early-career teachers in the District and in other diverse, California public schools and breaking new ground in STEM teacher education;
- Facilitating, co-facilitating, or supporting SRCS Mentor Fellows to facilitate training in content-agnostic and STEM-specific mentoring, including certification to provide induction support to probationary-status STEM teachers;
- Training in content-agnostic and STEM-specific mentoring, including the ability to provide induction support to 1st and 2nd year STEM teachers and other STEM teachers with probationary status
- Providing tools and opportunities for SRCS Mentor Fellows to assess the effectiveness of their mentoring practice and push their mentoring and teaching practice forward;
- Ensuring Mentors receive \$5,000. Trellis will fund \$500 (10%) for pre-service/resident mentors and up to \$3,000 (60%) for in-service mentors of the annual stipend for each Mentor Fellow.
- Covering the cost to train the Mentor Fellow(s) above the stipend for pre-service and induction mentoring and the district contribution.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2020, and will continue through June 1, 2021, 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 \$26,000 from SRCS funds and \$18,000 from CTC Implementation Grant Funds. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The DISTRICT shall pay Trellis Education up to \$3,500 for each pre-service SRCS Mentor Fellow, upon invoice in September of each school year during the term of the contract. For the 2020-21 SY, the number of Mentor Fellows is not to exceed thirteen (12 preservice mentors and 1 induction mentor). The selected Mentor Fellows will be mutually agreed upon between the DISTRICT and Trellis Education. The DISTRICT and Trellis will agree on the appropriate maximum number of Mentor Fellows for the 2021-22 SY by March 2021.

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?):

Trellis will track the progress of our Teacher Scholars and Residents enacting core STEM teaching practices and ensure they are meeting or exceeding a majority of the California Teaching Performance Expectations (TPEs) and California Standards for the Teaching Profession (CSTPs). We are confident that all Teacher Scholars and Residents who submit portfolios to EdTPA to earn probationary single-subject teaching credentials will pass on the first submission. Trellis will also ensure that all induction requirements are met for any first and second year Teacher Scholars.

Trellis Education will provide data that illustrates mentor (Mentor Fellow) growth in mentoring practice. Trellis will work with SRCS to track other indicators - including but not limited to teacher retention.

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

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

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

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

Provides safe and inviting facilities with current technology.

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may

immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Name: Trellis Education
Street: 692 3rd Avenue
City/State/Zip: San Francisco, CA 94118
Phone: 415-999-5827
Email: megan@trelliseducation.org

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____ 

Print Name: _____

Print Name: _____ Megan Taylor _____

Title: _____

Title: _____ CEO and Founder _____

Email: _____

Email: megan@trelliseducation.org _____

Phone: _____

Phone: 415-999-5827 _____



**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 Acosta Latino Learning Partnership, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5880-249-H117-\$25,000
01-0500-0-1140-1000-5880-119-H121-\$25,000
01-0500-0-1140-1000-5100-249-H117-\$16,575
01-0500-0-1140-1000-5100-119-H121-\$16,575

Restricted: _____ Other: _____

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: Approximately 100 teachers and administrators

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 7/14/2020

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Elizabeth Evans Phone #: 707-975-0275
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2020 Proposed Contract End Date: June 4, 2021

Requisition #: R21-00337

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 provide:

- Outreach to teachers publicizing the professional development
- Substitutes for teachers to attend trainings
- Extra Duty Pay to teachers for after school follow up meetings
- Space for in-person trainings if public health allows
- Any needed in-person meeting materials

(b) CONTRACTOR's Responsibilities and Duties:

The Contractor will provide:

- Teacher Professional Development Tracks:
 - Ethnic Studies PD and
 - CRSH Teaching Lab
 - Administrators PD Tracks: Ethnic Studies and CRSH
- Access to online materials, handouts, and presentations
- Consultation with District leaders

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2020, and will continue through June 4, 2021, 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-three Thousand, One Hundred Fifty and No One Hundreds Dollars (\$ 83,150.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Monthly invoices after service

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?):

CRSH & Ethnic Studies trained teachers will build community among local educators that embodies a collective responsibility in the development of curriculum and instruction that represents the diversity of SRCS students.

- Ethnic Studies trained teachers will identify, understand and synthesize the tenets of effective Ethnic Studies curriculum and pedagogy, as well as demonstrate knowledge of self, students, and community.
- CRSH & Ethnic Studies trained teachers will develop their capacity for identifying and applying humanizing practices in the classroom. This will have lasting impact on teacher acumen as it will be present in their ability to build classroom community, make equitable decisions regarding instruction and curriculum, and develop the importance of a student-centered classroom.
- CRSH & Ethnic Studies trained teachers will gain a sense of confidence that their teaching and curriculum have a direct impact on student's lives. These skills will help to positively impact classroom disruptions, classroom and school environment and teacher morale.
- Students with CRSH & Ethnic Studies trained teachers will develop self-advocacy and agency skills that benefit them as they navigate their present and future school and life experiences.
- Disenfranchised students who are a part of the Ethnic Studies program will gain a safe and accepting community within the school walls which in turn will help to improve their and all Ethnic Studies educated students school experiences. The feeling of belonging and being a part of their education will have a positive effect on student attendance and behavior.
- Students with CRSH & Ethnic Studies trained teachers will experience a student-centered classroom, where their backgrounds, lives and cultures are examined and affirmed. This experience over time will develop young analytical learners who are able to reflect, discuss and problematize their community and the world.
- These outcomes will be measured by case studies of implementation of CRSH and Ethnic Studies in the classroom, as well as written feedback forms, and through presentations during an end of year showcase.

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.

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

CONTRACTOR:

Name: Curtis Acosta

Street: 3251 N Meadow Mine Pl

City/State/Zip: Tucson, AZ 85745

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

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

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

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

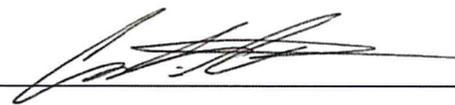
25. **Governing Law.** The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature:  _____

Rick Edson _____

Print Name: Curtis Acosta _____

Deputy Superintendent _____

Title: CEO Acosta Latino Learning Partnership

mmartin@srcs.k12.ca.us

Email: curtis@acostaeducationalpartnership.com _____

707-890-3800 x80201 _____

Phone: 520-891-7327 _____



STUDENT INTERNSHIP AGREEMENT 2020-2021

This Agreement, effective 08/01/2020, is made and entered into by and between Santa Rosa City Schools District (“District”) and the Alliant International University__ (“University”).

ARTICLE 1: RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide student teaching, administrative or counseling practicum and experience to Students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (“Commission”) is not inconsistent with the purposes for which school districts are established.
- 1.3 Pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the _____ (“University”), or any other university or college accredited by the State Board of Education as a teacher, administrative, and counselor education institution, to provide internship programs to students enrolled in the University.

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education, administrative services, or counseling credential.
- 2.2 “Supervising Employee” shall refer to an employee of the District holding a valid, clear teaching credential, pupil personnel services credential, or administrative services credential issued by the Commission who has three or more years of experience in their credentialed field of work.
- 2.3 “Student Internship” shall refer to the active participation by a Student in the duties and functions of classroom teaching, school counseling or administrative services under the direct supervision and instruction of one or more Supervising Employees.
- 2.4 “Student Internship Assignment” shall refer to 2020-2021 School Year of daily student teaching, counseling or administrative services or the equivalent, as determined by the University in collaboration with the District. Student Internship Assignments shall satisfy all Commission requirements.
- 2.5 “Honorarium” shall refer to the amount of _____dollars (\$____) that shall be paid directly to the Supervising Employee, in recognition of that full-time teacher, counselor or administrator’s efforts beyond normal teaching, counseling or administrative duties in the course of supervision. Payment of an Honorarium by the University to the Supervising Employee will not render the Supervising Employee an employee or agent of the University.

Nothing in this Agreement is intended by the parties to affect or change any term or condition of any collective bargaining agreement with respect to wages, compensation, or terms or conditions of employment, now extant or hereafter entered into between the District and its employee representatives.

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 Student Internship Experience. The District shall provide Students with Student Internship experience in schools and classes of the District under the direct supervision and instruction of a Supervising Employee.
- 3.2 Mandatory Instruction and Reporting. Before a Student is assigned to the District for placement in a Student Internship Assignment, University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include sexual harassment, and mandated reporting of child abuse.
- 3.3 PACT Requirements (if applicable). As required by State law, the Student will be participating in the Performance Assessment of California Teachers (PACT). The terms of this process will be provided to the District in a separate notice.
- 3.4 Language Arts Standards (if applicable). University agrees to prepare all teacher candidates to be able to implement all of the language arts content standards outlined in the *Reading/Language Arts Framework for California Public Schools*, including instruction in systematic, explicit phonics.
- 3.5 Placement Protocol. University will follow the District's protocol for the placement of Students, and will make initial contact at the District level to coordinate the placement of Students with the Assistant Superintendent, Curriculum and Instruction (K-6), and the Assistant Superintendent, Curriculum and Instruction (7-12). As specified in the state teacher preparation standards, the selection of the Student placement sites and Supervising Employee shall be a joint decision between University, the District and the School.
- 3.6 Right of District to Refuse Placement. Subject to applicable state and federal law regarding unlawful discrimination, including sexual harassment, at its sole discretion, the District may refuse to accept, or may terminate, any Student assigned to the District for Student Internships if in the District's judgement and discretion, the conduct or attitude of Student threatens the safety or welfare of any District pupil, employee or agent. Upon notification by the District, University shall promptly terminate the Student's assignment to the District. Students who the District does not deem a threat to the safety or welfare of the District, its pupils, employees or agents, and who are already assigned to and scheduled for an internship, will be permitted to complete any previously scheduled internship assignments in District.
- 3.7 Confidentiality of Student Records. The District acknowledges that the education records of Students assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any Student assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be "school official" of University and may transmit, share or disclose educational records, including evaluations and attendance records of Students, without the Students written consent to other school officials of University who have a legitimate educational interest in the records.

- 3.8 Honorarium Payment upon Student's Termination. Upon a Student's assignment being terminated pursuant to section 3.6, the Supervising Employee shall receive a prorated share of the Honorarium, if available, based upon the amount of time in which that Student was supervised, and with the full Honorarium to be paid where more than one-half (1/2) of the Student Internship Assignment was supervised by that Supervising Employee prior to termination; *provided, however*, that if a Student is supervised by more than one Supervising Employee, the Honorarium shall be shared proportionately between them, based upon the extent of each teacher, counselor or administrator's supervision of such Student. The District shall determine the pro-rata portion to be paid to each Supervising Employee, and that determination shall be conclusive as to all claimants. The University shall not be liable for payment of any amount beyond the Honorarium described in section 2.5, or for payment to any third party, even if the University is advised of the possibility of a claim on behalf of such person.
- 3.9 Certificates of Clearance. The University shall inform each participating Student that they must provide a valid negative TB test and Certificate of Clearance from the Commission to the District prior to commencement of the Student Internship Assignment.
- 3.10 Use of parties' Names Prohibited. Neither party shall use the name of the other party in any form or manner in advertisements, reports, nor other information released to the public without the prior written approval of that other party.
- 3.11 Fingerprint Clause. In order to participate in the Student Internship, each Student must consent to providing verification of background clearance from the Federal Bureau of Investigation and the California Department of Justice to the District for each Student prior to commencement of the Student Internship Assignment.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term and Termination. This Agreement shall commence on the later of the two dates as follows: (i) the date on which the last signature appears on this Agreement; or (ii) the first day of the 2019-20 school year, and it shall continue in full force for one year, ending on the last day of the 2019-20 school year. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party; *provided, however*, all Students receiving Student Internship experience from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Student Internship Assignments during the current school year.
- 4.2 Indemnification. The University shall indemnify, defend, protect, hold harmless, and release the District its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the University under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

The District shall indemnify, defend, protect, hold harmless, and release the University its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness

costs) arising out of the negligent acts or omissions in the performance by the District under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

- 4.3 Insurance. During the entire term of this Agreement, each party, at its own expense shall maintain, in full force Comprehensive General Liability and Commercial Auto Liability covering bodily injury and property damage. Each party must also provide evidence of coverage for Professional Liability including improper sexual conduct coverage. All policies and insurance carriers must be acceptable to the other party and be written on an occurrence based form.

The insurance shall be in the following amounts: Comprehensive General Liability and Auto Liability with a combined single limit per occurrence limits of not less than \$2,000,000, with a \$3,000,000 aggregate; Professional Liability with per occurrence limits of not less than \$1,000,000; with an annual general aggregate of not less than \$3,000,000; improper sexual conduct coverage with per occurrence limits of not less than \$1,000,000, with an annual aggregate of \$2,000,000; Workers' Compensation with statutory limits for the State of California and \$1,000,000 Employers' Liability.

The District shall provide the University with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the University, its officers, employees and agents as an additional insured with regard to liability arising out of the District's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University.

The University shall provide the District with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the District, its officers, employees and agents as an additional insured with regard to liability arising out of the University's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District.

- 4.4 Worker's Compensation. It is understood by each party that Students shall be considered District volunteers for purposes of Workers' Compensation only.
- 4.5 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within Sonoma County and no other place.
- 4.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.
- 4.7 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
- 4.8 Amendments. Amendments to this Agreement may be made at any time, *provided, however*, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University.

- 4.9 Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning party. A transfer of obligation under this Agreement by operation of the law shall require the affirmative assent of all parties, and the failure of a party to affirmatively consent shall act as a termination of this Agreement, subject to the right of Students to complete their respective Student Internship Assignments pursuant to section 4.1.
- 4.10 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Paragraph (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.

__Alliant International__ University

Santa Rosa City Schools District

ATTN: __Dr. Kristy Pruitt__

ATTN: Rick Edson

Deputy Superintendent, Business Services

[Address] 10455 Pomerado Road

San Diego, CA 92131 _____

211 Ridgway Ave, Santa Rosa, CA 95401

[Phone] (858) 635-4413_____

Office (707) 890-3800 x80201

- 4.11 Binding Effect; Counterparts, and Interpretation. This Agreement (i) shall be binding upon and enforceable by the parties hereto and their respective legal representatives; (ii) may be executed in counter-parts, each of which may be deemed to be an original, but which together shall constitute one instrument; and (iii) shall be construed and enforced in accordance with the laws of the State of California.

AGREED:

Alliant International__ UNIVERSITY

SANTA ROSA CITY SCHOOLS
DISTRICT

By: Dr. Kristy Pruitt  _____
 Dean of California School of Education

By: _____
 Rick Edson
 ASSISTANT SUPERINTENDENT
 BUSINESS SERVICES

Date: 07/13/2020_____

Date: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Attend monthly meetings with contractors to update/review progress of referrals, services used.
- Market and actively refer District staff to Contractor for individual therapeutic needs.
- Encourage utilization of services and make specific referrals to staff who the district feels would benefit from services.

(b) CONTRACTOR's Responsibilities and Duties:

- Provide individual, family, or group therapy sessions to certified and/or classified staff referred to CONTRACTOR by DISTRICT.
- Therapy sessions shall focus on addressing the reason for referral, as well as compounding factors impacting staff's ability to function at work.
- Provide telehealth services when necessary due to COVID 19.
- Contractor will verify current employment at SRCS before providing services.
- Apply a sliding scale co-pay for employees. Sliding scale will be \$10, 15, and \$20 and will be determined by SOS staff within the clinical context. SOS will keep the co-pay.
- Report summary of services provided under District's funding, including names of staff/clients, dates and locations of service performed, through monthly invoices.
- Contractor will maintain legal and ethical therapist-patient confidentiality for staff utilizing the therapy program, including details and content of the staff/client's therapy.
- Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession.
- Collate data from pre/post client satisfaction surveys and provide to the District at the end of the funding cycle.
- Support outreach efforts through attending two staff meeting presentations about services, providing program flyers with contact information.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2020 and will continue through May 29, 2021, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed TWENTY FOUR THOUSAND DOLLARS, (\$24,000) shall pay CONTRACTOR according to the following terms and conditions:

Contractor will invoice the district on a monthly basis for services provided. Invoices will include initials of staff who receive services, dates, and locations of services. This program expects to provide services to as many as 20 staff members up to 12 sessions at \$100 per session (Maximum of \$24,000). Contractor will administer a "sliding scale" co-pay that has \$10, \$15 and \$20 amounts.

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?):

This contract is being entered into in order to address staff mental health throughout Santa Rosa City Schools. The expected outcome of mental health services is improved mental health of the people who participate. The program will provide up to 20 staff members up to 12 sessions each.

This contract will be evaluated through surveying participants. Surveys will be done at the beginning and end of services. (Attached Appendix A). Contractor will provide survey data report at the end of the contract period.

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

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

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

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

Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

CONTRACTOR:

SOS Community Counseling

319 South E Street

Santa Rosa Ca 95401

707-528-5381

707-884-3444

mmartin@srcs.k12.ca.us

bennis@soscounseling.org

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF _____, 20

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Rick Edson
Typed Name

Becky Ennis
Typed Name

Assistant Superintendent Business Services
Title

Executive Director
Title

707-890-3800 x80205
Telephone Number

707-284-3444
Telephone Number

Appendix A Survey

Client- Counselor Feedback Form

This feedback form allows you to provide feedback to your counselor after your sessions have finished. This will help your counselor’s professional development, as well as helping to improve the services provided to others.

You do not need to identify yourself.

Please Mark the box which more closely corresponds with how you feel about each statement.

About the working relationship with your counselor:

	Strongly Agree	Somewhat Agree	No Strong Feeling	Somewhat Disagree	Strongly Disagree	Comments
My counselor understood things from my point of view.						
My counselor focused on what was important to me.						
My counselor accepted what I said without judging me.						
My counselor showed warmth toward me.						
My counselor fostered a safe and trusting environment.						
My counselor followed my lead during our sessions whenever that was appropriate.						

About the results of working with your counselor:

	Strongly Agree	Somewhat Agree	No Strong Feeling	Somewhat Disagree	Strongly Disagree	Comments
Any changes that might have occurred in me as a result of my counseling have been positive and welcome.						

Overall Satisfaction:

	Strongly Satisfied	Somewhat Satisfied	No Strong Feeling	Somewhat Dissatisfied	Strongly Dissatisfied	Comments
My overall level of satisfaction with the service provided by my counselor is:						

Other Comments

Please use the space below or on the back side for any other comments you would like to bring to your counselor’s attention. If you include your name it will be treated as CONFIDENTIAL!